



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

ANNOTATED AGENDA

for

MARCH 22, 2016

**Antioch City Council
Regular Meeting**

**Including the Antioch City Council
acting as Successor Agency/
Housing Successor to the
Antioch Development Agency**

Wade Harper, Mayor
Lori Ogorchock, Mayor Pro Tem
Mary Helen Rocha, Council Member
Tony Tiscareno, Council Member
Monica E. Wilson, Council Member

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Derek Cole, Interim City Attorney

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Electronic Agenda Packet viewing at: <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>
With Project Plans at: <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>
Hard Copy viewing at: Antioch Public Library, 501 W 18th St, Antioch, CA
Online Viewing: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

7:03 P.M. ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATIONS

- Vietnam Veterans Recognition Day, March 29th
- Keep Antioch Beautiful Day, April 23, 2016

PROCLAMATION

PROCLAMATION

Approved, 5/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Extended Deadline date: 04/15/16)
- BOARD OF ADMINISTRATIVE APPEALS, ALTERNATE (Extended Deadline date: 03/25/16)
- ECONOMIC DEVELOPMENT COMMISSION (Deadline date to apply: 03/25/16)
- PLANNING COMMISSION (Deadline date to apply: 04/15/16)

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATIONS – *The Role of the Civil Grand Jury, presented by Ed Quinnan*

– *Sales Tax Citizens' Oversight Committee Annual Report to Council
Presented by Committee Member Sal Sbranti*

STAFF REPORT

STAFF REPORT

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

A. APPROVAL OF COUNCIL MINUTES FOR MARCH 8, 2016

Continued, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

C. REJECTION OF CLAIMS: KEENAN POWELL, LETICIA SAXTON, RANDY MCCON AND ELAINA MOSES

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the following claims:

- 1) Keenan Powell – Claim was received on October 13, 2015.
- 2) Leticia Saxton – Claim was received on October 13, 2015.
- 3) Randy McCon – Claim was received on October 13, 2015.
- 4) Elaina Moses – Claim was received on February 4, 2016.

STAFF REPORT

D. APPROVAL OF TREASURER’S REPORT FOR FEBRUARY 2016

Approved, 5/0

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

STAFF REPORT

E. RESOLUTION TO AUTHORIZE SUBMITTAL OF APPLICATION FOR THE PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

Reso No. 2016/26 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution to Authorize Submittal of Application for the Beverage Container Payment Programs and Related Authorizations.

STAFF REPORT

F. CITY CLERKS ASSOCIATION OF CALIFORNIA ANNUAL CONFERENCE

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the City Clerks Association of California (CCAC) Annual Conference, April 27 - 29, 2016 in Newport Beach.

STAFF REPORT

G. AMENDMENT TO RESOLUTION NO. 2016/19 AMENDING THE DEADLINE TO CONFORM WITH THE CONTRA COSTA COUNTY ELECTIONS DIVISION FOR FILING PRIMARY BALLOT ARGUMENTS TO MARCH 23, 2016 FOR THE CARD ROOM INITIATIVE

Reso No. 2016/27 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution amending Resolution No. 2016/19, setting the deadline for submission of primary ballot arguments to March 23, 2016 to conform to the County Elections Division dates under consolidated elections.

STAFF REPORT

CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency – Continued

- H. AMENDMENT TO RESOLUTION NO. 2016/20 AMENDING THE DEADLINE TO CONFORM WITH THE CONTRA COSTA COUNTY ELECTIONS DIVISION FOR FILING PRIMARY BALLOT ARGUMENTS TO MARCH 23, 2016 FOR THE BALLOT MEASURE TO MAKE THE OFFICE OF CITY TREASURER APPOINTED

Reso No. 2016/28 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution amending Resolution No. 2016/20, setting the deadline for submission of primary ballot arguments to March 23, 2016 to conform to the County Elections Division dates under consolidated elections.

STAFF REPORT

- I. STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT ENGINEER'S REPORT FOR FY 2016/2017

Reso No. 2016/29 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution instructing the City Engineer to prepare a consolidated Engineer's Report for FY 2016/2017 Lighting and Landscape District assessments.

STAFF REPORT

- J. RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY AND TEMPORARY EASEMENTS FOR APN 067-010-003 IN CONNECTION WITH THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)

Reso No. 2016/30 adopted, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to execute a purchase agreement with the State of California, Twenty-Third District Agricultural Association for real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 for a total of \$123,000 in connection with the West Antioch Creek Channel Improvements Project.

STAFF REPORT

STAFF REPORT

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

- K. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

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

STAFF REPORT

- L. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

STAFF REPORT

COUNCIL REGULAR AGENDA

2. PARKS AND RECREATION COMMISSION APPOINTMENTS FOR THREE (3) FULL-TERM VACANCIES EXPIRING MARCH 2020

Appointed Nora Foster, Sandra Kelley, Rodney McClelland, 4/0/1(R)

Recommended Action: It is recommended that the Mayor nominate and Council appoint three members to the Parks and Recreation Commission which will expire March 2020.

STAFF REPORT

4. COMMUNITY CAMERA SYSTEM/LICENSE PLATE READERS

Approved, 5/0

Recommended Action: It is recommended that the City Council consider adding additional community cameras to the existing community camera system at the intersections of L Street and Sycamore Drive as well as Sycamore Drive and Auto Center Drive.

STAFF REPORT

5. CONSIDERATION OF BIDS FOR THE PREWETT WATER PARK SPRAY GROUND (PW 567-C4)

Approved, 5/0

Recommended Action: It is recommended that the City Council award the Prewett Water Park Spray Ground contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$949,672.

STAFF REPORT

6. CONSIDERATION OF BIDS FOR THE PREWETT WATER PARK PLAYGROUND (PW 567-C4)

Approved, 5/0

Recommended Action: It is recommended that the City Council award the Prewett Water Park Playground contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$417,998.94.

STAFF REPORT

7. FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR INITIAL PLANNING AND FUNDING ASSISTANCE FOR THE BRACKISH WATER DESALINATION PROJECT (PW 694)

Reso No. 2016/31 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 Capital Improvements budget to increase Water Enterprise funding for the Brackish Water Desalination Project by \$150,000 and authorize the City Manager to execute the First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase II of Initial Planning and Funding Assistance for this project in the amount of \$201,516 for a total contract amount of \$301,516.

STAFF REPORT

8. RESOLUTION APPROVING ONE (1) ASSISTANT CITY MANAGER POSITION AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

Reso No. 2016/32 adopted with changes, 4/1-0

Recommended Action: It is recommended that the City Council adopt a resolution approving one (1) Assistant City Manager position and authorize the appropriate budget adjustment.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

9. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR DIRECTOR OF PUBLIC WORKS, ASSIGNING A SALARY RANGE, ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT-EXECUTIVE UNIT

Reso No. 2016/33 adopted, 4/1-0

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

- 1) Approving the Class Specification of Director of Public Works; and
- 2) Assigning the Director of Public Works classification to a salary range and to the Management-Executive Unit.

STAFF REPORT

10. AUTHORIZATION TO AMEND CONSULTANT CONTRACT WITH PLANNING FIRM RANEY PLANNING AND MANAGEMENT TO INCREASE THE CONTRACT VALUE TO A TOTAL NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000)

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to amend the contract for Raney Planning and Management to increase the contract value by \$100,000, bringing the total to \$300,000.

STAFF REPORT

11. ASSEMBLY BILL (AB) 1707 (LINDER) PUBLIC RECORDS ACT – RESPONSE TO REQUEST

Approved to sign letter Opposing Assembly Bill 1707, 5/0

Recommended Action: It is recommended that the City Council authorize the Mayor to sign a letter opposing Assembly Bill (AB) 1707, which would pose significant operational challenges, increased costs, and the potential for increased litigation on cities.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

ADJOURNMENT – 9:41 p.m.



VIETNAM VETERANS RECOGNITION DAY

March 29th

WHEREAS, On January 12, 1962, United States Army pilots lifted more than 1,000 South Vietnamese service members over jungle and underbrush to capture a National Liberation Front strong hold near Saigon. This marked America's first combat mission in Vietnam; and

WHEREAS, Through more than a decade of conflict that tested the fabric of our Nation, the service of our men and women in uniform stood true; and

WHEREAS, More than fifty years after that initial mission, we honor the more than 3 million Americans who served, we pay tribute to those we have laid to rest, and we reaffirm our dedication to showing a generation of veterans the respect and support of a grateful Nation; and

WHEREAS, The Vietnam War is a story of service members of different backgrounds, colors, and creeds who came together to complete a daunting mission; a story of Americans from every corner of our Nation who left the warmth of family to serve our country; a story of patriots who braved the line of fire, who cast themselves into harm's way to save a friend, who fought hour after hour, day after day to preserve the liberties we hold dear and upheld the highest traditions of our Armed Forces; and

WHEREAS, Eleven years of combat left their imprint on a generation, with thousands returning home bearing shrapnel and scars and still more were burdened by the invisible wounds of post-traumatic stress, of Agent Orange, of memories that would never fade, and

WHEREAS, More than 58,000 laid down their lives in service to our Nation. Now and forever, their names are etched into two faces of black granite, a lasting memorial to those who bore conflict's greatest cost; and

WHEREAS, on March 29, 1973, the last of our troops left Vietnam; yet, in one of the war's most profound tragedies, many of these men and women came home to be shunned or neglected - to face treatment unbefitting their courage and a welcome unworthy of their example.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim March 29th as "Vietnam Veterans Recognition Day" and reaffirm a fundamental obligation to show all who have worn the uniform of the United States the respect and dignity they deserve, and to honor their sacrifice by serving them as well as they served us.

March 22, 2016

WADE HARPER, Mayor

1.01
03-22-16



KEEP ANTIOCH BEAUTIFUL DAY
April 23, 2016
Citywide Clean-Up and Month of Service
April, 2016

WHEREAS, The Sixth Annual “Keep Antioch Beautiful Day” Citywide Clean-Up will take place on Saturday, April 23, 2016; and

WHEREAS, Keep Antioch Beautiful Day is coordinating the event around the celebration of the 46th Anniversary of Earth Day; and

WHEREAS, Keep Antioch Beautiful Day is dedicated to bringing our community together by helping to educate and inspire people to create a cleaner environment through positive power of teamwork; and

WHEREAS, Keep Antioch Beautiful Day volunteers will coordinate to clean-up parks, streets, trails, roadways and recreational areas throughout the City of Antioch; and

WHEREAS, Keep Antioch Beautiful Day Committee will award cash prizes to the Antioch Schools with the most volunteers participating on April 23rd; and

WHEREAS, We recognize the volunteerism and community service that regularly occurs throughout the year, especially during the month of April. We encourage faith-based organizations, nonprofit groups, and Antioch residents to continue their effort during the month of April to Keep Antioch Beautiful.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim April 23, 2016 as the Sixth Annual “Keep Antioch Beautiful Day” Citywide Clean-Up and encourage community volunteers to make a difference by cleaning-up and beautifying the City of Antioch during the entire month of April.

March 22, 2016

WADE HARPER, Mayor

1.02
03-22-16

Grand Jury



Contra Costa County Grand Jury

2 Types of Grand Juries

◆ Criminal Grand Jury:
From Petit Jury Pool

12 members
Decide Guilt or Innocence

◆ Civil Grand Jury:
From pool of applicants
approved by panel of Judges

19 members
Civil Oversight and
Criminal Indictments (rare)

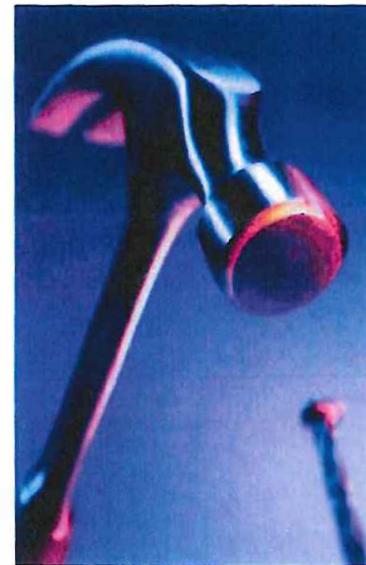






What is the Civil Grand Jury

- ◆ Investigative body reviewing operations of local government within the County.
- ◆ Created for the protection of society and the enforcement of its laws.
- ◆ _____
- ◆ _____
- ◆ _____



History of Grand Juries

- Juries date back to Anglo Saxon England 1066
- One of the oldest civil institutions in America
- California law since statehood and guaranteed in the State Constitution for each County
- *“requirement that each County in the State impanel a “regular” Grand Jury every year”*
- _____
- _____
- _____

Function of Grand Jury

Each Grand Jury decides what it will investigate.

1. Conduct Investigations & Disclose to the Public:

- Inefficiency
- Unfairness
- Wrongdoing
- Violation of public laws and regulations

2. Inspect Detention Centers

3. Publish Final Reports of Completed Investigations

Jurisdiction in Contra Costa County

- ◆ Contra Costa County
 - ◆ All aspects of County Government
 - ◆ Cities (19)
 - ◆ Unincorporated Areas (examples)
 - ◆ Alamo
 - ◆ Blackhawk
 - ◆ Discovery Bay
 - ◆ El Sobrante
 - ◆ Kensington
 - ◆ _____
 - ◆ _____
 - ◆ _____
- ◆ Special Districts (examples)
 - ◆ School Districts (18)
 - ◆ Community College District (1)
 - ◆ Fire Protection Districts (3)
 - ◆ Community Services Districts (5)
 - ◆ Health Care Districts (3)
 - ◆ Recreation and Park Districts (5)
 - ◆ Water Districts (3)
 - ◆ Mosquito & Vector Control District (1)
 - ◆ _____
 - ◆ _____
 - ◆ _____

Anyone can File a Citizen Complaint

Contra Costa County

Grand Jury
725 Court Street
Martinez, CA 94553

Phone: (925) 957-5638
Fax: (925) 957-5628

Complaint Form

NOTICE TO CITIZENS WHO WISH TO ISSUE A COMPLAINT: Among the many powers and responsibilities of the Contra Costa County Grand Jury is the investigation of citizen complaints to assure that all branches of county and city government are being administered efficiently, honestly and in the best interest of its citizens and/or groups.

CONFIDENTIALITY: All complaints submitted to the Contra Costa Grand Jury are required by law to be treated in the strictest of confidence.

DATE: _____

Your Name: _____

Home Address: _____

City, State & Zip: _____

Phone Number: Home () _____ Work () _____

BRIEF SUMMARY OF PROBLEM - Include dates of events, names of officials, other persons, departments and agencies involved. (Attach additional sheets if necessary).

Signature: _____ Date: _____

Structure of the Grand Jury

Foreperson: Appointed by the Superior Court Judge

Committees: 2 categories

Investigative

- ◆ County
- ◆ City
- ◆ Special Districts
- ◆ Health
- ◆ Law and Justice
- ◆ Audit

Internal

- ◆ Editorial
- ◆ Compliance
- ◆ Public Awareness
- ◆ Technology
- ◆ Orientation
- ◆ Social

Investigations

- ◆ Confidential investigations conducted that lead to findings and recommendations
- ◆ If criminal activity is suspected, the investigation is turned over to the District Attorney

- ◆ _____
- ◆ _____
- ◆ _____



Logistics and Commitment



- ◆ Where we meet:
 - ◆ Historic Finance Building
Downtown Martinez
- ◆ Length of Term:
 - ◆ 1 Year: July 1 – June 30
- ◆ Time Commitment:
 - ◆ Minimum 20 hours a week
- ◆ Stipend:
 - ◆ \$15/Meeting, Mileage
and Free Parking!
 - ◆ _____
 - ◆ _____
 - ◆ _____
 - ◆ _____

Qualifications: Apply to be a Juror

US Citizen
18 years or Older

Resident of Contra
Costa County
1 year minimum

Speaks English

Qualities of a Good Juror



- ◆ Effective Team Member
- ◆ Energy and Stamina (it's a full year!)
- ◆ Objective
- ◆ Respects Confidentiality
- ◆ Willing to put in the time
- ◆ Computer basics
- ◆ _____
- ◆ _____
- ◆ _____
- ◆ _____

Who's on the Grand Jury?

2013-2014 Grand Jury: 19 People - Mostly Retired and Semi-Retired

- ◆ Lawyers
- ◆ Financial Professionals
- ◆ Municipal and Government Employees
- ◆ Accountants
- ◆ Managers of Large Institutions
- ◆ _____
- ◆ _____
- ◆ Elected Officials and School Board Members
- ◆ Technical Writers
- ◆ Contractors
- ◆ Veterans
- ◆ Poet/Playwright
- ◆ Teachers
- ◆ _____
- ◆ _____



Application Form

Interested Contra County residents: Apply!

Website: www.cc-courts.org/index.cfm?nodeid=38

In Person @

Court Administration

725 Court Street, 4th Floor

Martinez, CA 94553

Phone: (925) 957-5638

Calendar

- Feb: Application process opens
- April: Interview with Judge for selected pool of applicants (60 people)
- May: Final list of nominees (30 people) & fingerprinting/background check
- June: Random drawing of final jurors (19) + alternates & swearing in by the Presiding Judge
- July-June: Determine investigative topics, conduct investigations, prepare reports, issue final reports.



The Contra Costa County Civil Grand Jury

A unique experience.

It is your County!

It is your money!

If the Civil Grand Jury
does not ask the tough
questions, who will?

To request information,
an application form,
or complaint form, call:

(925) 957-5638

or write to:

Martinez Superior Court

Attn: Court Secretary
725 Court Street

P.O. Box 431
Martinez, CA 94553-0091

or visit us on line at:

www.cc-courts.org/grandjury



Do you have what it takes to be a civil grand juror?





CONTRA COSTA COUNTY CIVIL GRAND JURY

HOW DOES IT WORK?

The Contra Costa County Civil Grand Jury is composed of nineteen citizens, fully independent of administrators, politicians and legislators. With its investigatory powers, it makes recommendations that improve city and county services and save taxpayers dollars. The Grand Jury speaks out when government does not perform effectively.

- Can you keep a secret? All work must be confidential.
- Are you a good listener?
- Have you the energy to commit to a year of productive work?
- Can you ask thoughtful questions, review documents, and help write lucid reports?
- Are you interested in trying to increase the efficiency of local government, save taxpayers dollars and improve services?
- Would you enjoy developing solutions to problems?

If you answered yes to the above questions, you could make a valuable member of the Civil Grand Jury.

Benefits

The Grand Jury provides you with the opportunity to make a difference. You will become involved in a challenging and educational year.

Eligibility

Grand Jury candidates must:

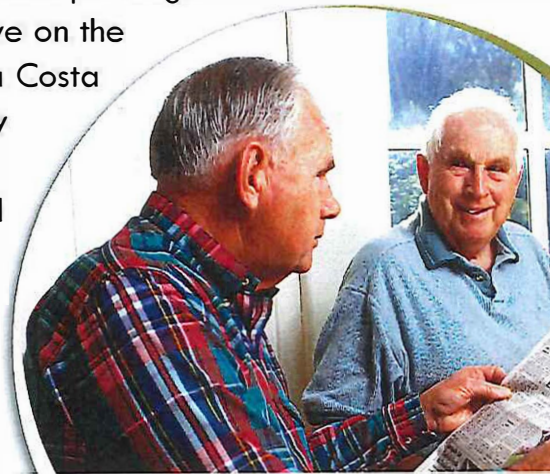
- Be a citizen of the United State and a resident of Contra Costa County for at least one year.
- Be at least eighteen years of age.
- Possess ordinary intelligence, sound judgment, and fair character.
- Possess sufficient knowledge of the English language.
- Never have been convicted of a felony, malfeasance, or other high crime.

If you have the time and the deep interest in your community, you are urged to apply.

A Civil Grand Jury member is an officer of the Superior Court and operates under its auspices.

You will find it a valuable and rewarding experience in a pleasant and stimulating atmosphere.

It is a rare privilege to serve on the Contra Costa County Civil Grand Jury.





For further information:
Contact the Secretary to the Grand Jury
Phone: (925) 957-5638

For immediate release

January 29, 2016

APPLICATIONS FOR GRAND JURY SERVICE SOUGHT

The Contra Costa County Superior Court is accepting applications for Civil Grand Jury Service for the Fiscal Year 2016-2017 term.

The Civil Grand Jury is made up of 19 members who serve for one year, July through June, to monitor, review and report on city and county governments, special districts and school districts.

Every effort is made to ensure that the Grand Jury reflects the makeup of the residents of the county. Approximately 75 applicants will be selected to be interviewed by the Grand Jury Selection Committee, which is composed of Superior Court Judges. After interviews, the judges will nominate approximately 30 applicants to constitute a grand jury pool from which the final panel of 19 will be selected by random drawing. The drawing is scheduled to be held on **Friday, June 17, 2016**, with the members of the 2016-2017 Grand Jury officially being sworn in on the same day.

Individuals selected for service will be expected to be available during the last two weeks of June to meet with outgoing jurors, tour county facilities, meet with department heads, become familiar with their colleagues, learn about juror responsibilities and procedures, and select committees on which they will serve.

Grand jurors must be a United States citizen, 18 years of age or older, who have been a resident of Contra Costa County for at least one year prior to selection. They cannot currently hold any elected position within the county. Applicants should have reliable transportation to Martinez, and must be prepared to devote at least 20 hours per week to Civil Grand Jury service. Citizens who work should apply only if they can be released from their jobs to perform the jury duties. Applicants selected as one of the 30 nominees will be fingerprinted before the drawing.

Jurors receive a stipend for attending full jury and committee meetings and are reimbursed 54 cents per mile for allowable jury travel. Parking permits may be provided to park in the City of Martinez while performing Grand Jury duties.

Persons interested in applying may contact the Office of the Civil Grand Jury at (925) 957-5638, or visit the website at www.cc-courts.org/grandjury to receive additional information regarding service on the Civil Grand Jury and to obtain an application.

APPLICATION DEADLINE IS FRIDAY, MARCH 25, 2016

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA**

Civil Grand Jury
PO Box 431 • Martinez, CA 94553
(925) 957-5638

Name: Mr. Mrs. Ms. _____
(Last) (First) (Middle)

Address: _____
(Street) (City) (State) (Zip)

Contact Information: _____
(Home Phone) (Work Phone) (Cell Phone) (Email)

Driver's License No.: _____

Dated: _____ Signature _____
(Please sign your name here)

For statistical records, please mark appropriate boxes.

Age Range; specifically: 18-25 26-34 35-44 45-54 55-64 65-74 75 and over

Gender: Male Female

Race or Ethnicity: American Indian or Alaskan Native

Asian

Black or African American

Hispanic/Latino

Native Hawaiian or other Pacific Islander

White (Anglo)

Other Race or Ethnicity (Please state: _____)

Retired: Yes No Occupation: _____

Place of Residence by Supervisorial District:

District 1

District 2

District 3

District 4

District 5

Recruitment Research: Indicate how you learned about the opening.

Newspaper

Please Specify: _____

Internet Site

Please Specify: _____

From a friend or relative

Notice Mailed to me by the Court

Other Journal or Publication

Please Specify: _____

City/County/State Bulletin Boards

Please Specify: _____

Social/Community Organization

Please Specify: _____

Other

Please Specify: _____

Shaded Area for Office Use Only

Initial Candidate Selection: Rejected Accepted Interview Date/Time: _____ / _____

Nomination: Yes No Fingerprinting Appointment Date/Time: _____ / _____

Random Drawing: No. Drawn: _____

GRAND JURY QUESTIONNAIRE

(Please print or type)

Name: Mr. Mrs. Ms. _____
(Last) (First) (Middle)

Address: _____
(Street) (City) (State) (Zip)

Contact Information: _____
(Home Phone) (Work Phone) (Cell Phone) (Email)

Driver's License No.: _____

LEGAL QUALIFICATIONS

- | | | | | | |
|------------------------------|-----------------------------|--|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | I am a US Citizen and at least 18 years old. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | I am presently serving on a trial jury. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | I will have been a resident of Contra Costa County for at least one year by next July 1. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | I have been discharged as a grand juror within the past year. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | I am in possession of my natural faculties, of ordinary intelligence, of sound judgment, and fair character. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | I have been convicted of malfeasance in office or a felony. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | I understand the spoken and written English language. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | I am presently serving as an elected public officer. |

Please summarize your educational history:

Please summarize your employment history:

Please summarize your community service history:

Have you held public office or been employed by a public agency? Yes No

(If "yes", please list all positions held)

Have you ever sued, or have ever been sued, by a public agency, have a pending action before or against a public agency, or are you presently contemplating any such suit? Yes No

(If "yes", please describe details)

Are you related to or closely associated with any elected official or public employee? Yes No

(If "yes", please provide name and describe relationship)

Do you currently have plans to be absent from Contra Costa County for longer than two continuous weeks from **June 20, 2016 to June 30, 2017**? Yes No

(If "yes", please indicate the period of time)

Are you able to communicate via email? Yes No

Do you have transportation to attend meetings of the grand jury? Yes No

Are you interested in being appointed foreperson of the grand jury? Yes No

If you are employed, does your employer understand the nature of the duties of a Grand Juror and will he/she permit your participation as a juror, for the period that the grand jury shall be in session? Yes No

Grand Jurors are required to file "Statements of Economic Interests" which are intended to disclose financial interests that may create conflicts of interests. These are not confidential. Are you willing to submit such a statement? Yes No

If selected as a Grand Juror, you will be required to swear to or affirm an oath. Have you any objections to taking such an oath or affirmation? Yes No

What can we do to assist you if you have any physical disability that might restrict your service as a Grand Juror?

Briefly state your reasons for wishing to serve as a Grand Juror: _____

List any areas of expertise you possess that may be helpful to the grand jury service (i.e., accounting, planning, etc.): _____

Please list hobbies you enjoy: _____

Pursuant to Penal Code Section 903.2, I understand an investigation that will include a criminal record check will be conducted to help determine my eligibility to serve as a Grand Juror. I further understand that if my name is drawn as a Grand Juror or as an alternate, I may be required to attend grand jury training (June 2016 - July 2016); if am seated as a Grand Juror, I will be available to attend grand jury meetings and devote the required time to complete grand jury work for one year, from July through June. I further understand that if my name is drawn as an alternate, I will remain available for one year to serve as a member of the grand jury if called upon.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____
(Please insert date signed)

Signature _____
(Please sign your name here)

NOTE: Serving as a Grand Juror necessitates traveling to Martinez for meetings and traveling to other sites in the County for various purposes. Further explanation of prospective Grand Jurors can be found at www.cc-courts.org/grandjury

RETURN BY 5:00 P.M. MARCH 25, 2016

MAILING ADDRESS:

Superior Court
Attn: Grand Jury Office
P.O. Box 431
Martinez, CA 94553

PERSONAL DELIVERY:

Superior Court
Attn: Grand Jury Office
725 Court Street – 4th Floor
Martinez, CA 94553

FOR COURT USE ONLY

Qualified under PC 893 and PC 896?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Schedule interview with a Superior Court Judge?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Dated: _____	Signature: _____ (Jury Commissioner)	

REPORT OF SALES TAX CITIZEN'S OVERSIGHT COMMITTEE

FOR FISCAL YEAR ENDED

JUNE 30, 2015

Submitted to:

ANTIOCH CITY COUNCIL

Antioch, California

March 11, 2016

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SALES TAX CITIZEN'S OVERSIGHT COMMITTEE REPORT

To the Honorable Mayor and Members of the City Council
of the City of Antioch
Antioch, California

The Sales Tax Citizen's Oversight Committee (hereinafter, "the Committee") was established with seven (7) members by City Council's Resolution 2013/73 on December 10, 2013 as provided for in the City of Antioch's Ordinance No 2068-C-S which was adopted following the declaration of a fiscal emergency by the Antioch City Council on June 25, 2013. Measure C, a temporary one-half cent sales tax (transaction and use tax) to add to the general fund was placed on the November 5, 2013 election and approved by the voters. The money received from this tax measure was directed by City Council to fund public safety and code enforcement. The term of the tax is seven (7) years from April 1, 2014.

As members of the Committee, our duty requires us to request of City management data and other information relating to Measure C that we consider necessary for us to conduct a review of receipts and disbursements of Measure C funds. Our review is to provide a basis for periodic reports to be submitted to the City Council indicating how the funds from Measure C were used during each of the periods covered by our reports to address the matters of public safety and code enforcement.

The Committee requested and obtained from management reports of all receipts and payments relating to Measure C, and, subsequently, reviewed available documents supporting such receipts and payments as required by the City Council's Resolution No. 2013/73 for fiscal year ended June 30, 2015. The Committee believes that the results of our review provide a reasonable basis for our report.

Due to the way the City Budgets the Police Department for Measure "C", the Committee has some concerns as to whether all Measure C monies are being properly utilized to meet the objectives of this measure.

The "Further Remark" section of this report identifies these findings.

/Members, Sales Tax Citizen's Oversight Committee/
Antioch, California
March 10, 2016

(All amounts in this report are rounded to the nearest whole number.)

RECEIPTS

- Total Measure C fund received as of 06/30/2015 was \$5,583,640.63

DISBURSEMENTS

- A total of \$2,441,399 out of the sum allocated to Public Safety was spent in fiscal 2015. The balance of \$3,928,249 was added to General Fund as money committed to Police Services in fiscal 2016. This amount includes the \$898,689 not spent from fiscal 2014 and \$3,029,582 not spent in fiscal 2015.
- Out of all the funds received up to 06/30/2015, a sum of \$5,470,955 was allocated to Public Safety while \$112,685 was allocated to Code Enforcement Services.

KEY PERFORMANCE INDICES

Key Performance Indices (KPI) from the Chief's report are utilized to ascertain progress being made and challenges in the way of attainment of better results. This report is attached at the end of our report. The Committee does not express an opinion on whether these results are or are not due to Measure C.

CITY'S ACCOUNTING AND BUDGETARY SYSTEM

The City's current accounting system identifies expenditures by line items. These line items do not allow this Committee to identify Measure C versus non-measure C expenses. In regard to the budget, the City Council directed the City's Finance Department that all expenditures in excess of \$28.447 million, being the baseline budget for the Police Department established December 2013, were automatically Measure C expenditures. City budgets are typically amended during the year for departmental expenditures. It is common practice for cities to revise their fiscal year end budget during the year. The intent is to revise projections to more closely mirror the actuals at year end.

To illustrate this, the Committee would like to remark that the budget figures used in its maiden report to City Council were not the same as the final budget for the periods covered by the report for the above stated reason.

The City is receiving approximately \$1million more annually in Measure C revenue than initially projected.

Further Remarks

On November 5, 2013 the citizens of Antioch passed Ordinance #2068-C-S providing for a half cent local transactions and use tax. The formation of a Citizens Oversight Committee was included in the ordinance and in December of 2013 the Antioch City Council directed that such a Committee be formed. That same month the Antioch City Council also revised the FY14 budget for the Antioch Police Department reducing it from approximately \$29.5 million to \$28.447 million. Then in June of 2014 the City Council decided that the base budget for the fiscal years of 14/15, 15/16 and 16/17 would remain at \$28.447 million plus whatever Measure C monies were brought in.

The key objectives of measure C are to increase the police force, to reduce 911 response times, and to restore code enforcement. The initial police force objective was 97 officers which increased to 102 after a federal grant that helped pay for 5 additional officers was obtained. During fiscal year 2014/2015 the Antioch Police Department averaged about 87 officers, an increase of 5 officers from when the vote occurred in 2013. As of February, 2015, 19 police officers had been hired, and 14 had left for one reason or another. Presently, there are 92 police officers in our police force (34 hired and 24 leaving since November 2013).

In 2013/14 our police force had 82 officers and a budget of \$28.447 million. In 2014/15 it took \$32.13 million to run a police force of 87 officers. The \$32.13 million includes \$1.2 million for a new radio system that was approved as a separate item by the city council, not to be included in Measure C funds. So, in effect, we have increased our police force by 5 officers for a cost of \$2.48 million (not including CSO's), or about \$500,000 per person. Since it is known that police officers do not receive that amount of pay, the committee is not able to determine where the funds are being spent. Based on the Committee's review the following

are our Findings

1) City Wide Administrative Allocations have increased by almost 30% from 2012/2013 to 2014/2015. During that same period "Police Personnel" Salary Actuals increased by 16.5% with a 3.6% increase in force.

2) City Wide Administrative is the cost allocation plan that was adopted by the council in 2005 and allocates a portion of the city managers, city clerks, HR, city attorney, facilities maintenance, finance and city councils budget among ALL departments in the city. The amount increases every year to all departments (or could decrease) based on budget changes of the allocated departments each year.

While the Committee cannot say that monies allocated to the "City Wide Admin" account are not proper use of Measure C money, the question begs to be asked as to why this allocation continues to rise at such a rate. Every year the amount going to "City Wide Admin" goes up regardless of whether it meets Measure C guidelines or not. The Committee noted that it took \$2.04 million to do for 87 Police Officers, what the city did for \$1.6 million for 84 Officers in 2012/2013. Just because the money is allocated from the Police Department Budget does not mean that it is meeting the intent of Measure C.

The Table below is a summary of the allocations by "City Wide Admin", It also depicts numerically the results of the two major objectives of Measure C - # of Police Officers, and 911 response time.

	2012/2013 Police Dept. Actual	2013/2014 Police Dept. Actual	2014/2015 Police Dept. Actual	% Increase from 12/13 to 14/15
City Wide Admin*	\$1,573,674	\$1,811,674	\$2,043,963	29.88%
Personnel	\$21,167,047	\$22,118,282	\$24,675,753	16.58%
# of Police Officers**	84	82	87	3.57%
Avg. Response Time	10:30	10:36	10:06	-3.81%

* City Wide Admin - The cost allocation plan was adopted by the council in 2005 and allocates a portion of the city managers, city clerks, HR, city attorney, facilities maintenance, finance and city councils budget among ALL departments in the city. The amount increases every year to all departments (or could decrease) based on budget changes of the allocated departments each year.

** # of police officers - 2012/13 May of 13, 2013/14 October 2013 prior to election, 2014/2015 Avg. for year

EVENTS SUBSEQUENT TO 2015 FISCAL YEAR END

Our mandate is to issue a report for Fiscal Year 2014/2015, however, as of the date of this report the Committee would like to point out that for fiscal year 2015/2016

1) City Wide Administrative allocation is up another 36% in this FY16 budget over last year's actual allocation. (total of 77% increase since FY12/13 (\$2,785,630 vs \$1,573,674))

2) Police Personnel Services (wages) are only increasing by 14.3% in this year's budget over last year's actual. The 2015/2016 budget has built into it 102 Officers, whereas last year the Police Department averaged 87 Officers.

Police Department encumbrances (purchase orders) and projects outstanding at June 30, 2015 was \$684,656. This amount was re-appropriated by the City Council's Budget action in October 2015.

As a result of receiving more Measure C revenue than initially anticipated, Council approved, after the fiscal year ended June 30, 2015, three additional Community Service Officers (CSOs) and contract for a 6-month vehicle abatement pilot program. The fiscal year 2016 budget amendment for these items totaled \$244,000.

CODE ENFORCEMENT

Subsequent to the end of fiscal period covered by this report, Council approved to use part of Measure C money to fund one full time CEO position, 20% of staff time of Deputy Director of Community Development and Equipment for CEO. Additionally, Council approved further use of Measure C fund to hire one Associate Development Services/Engineering Technician position to assist with the administrative functions of Code Enforcement, two general laborers with purchase of two trucks and equipment to be a blight abatement crew. These actions resulted in a revised Measure C Code Enforcement budget of \$417,938 for fiscal year 2016.

ATTACHMENT A - RECEIPTS

Object	Description	Budget	Jun 2015 Actuals	Actuals	Encumbrance	Balance
Org Key: 1003150 - Police Community Policing						
<i>REVENUE ACCOUNTS</i>						
41181	Sales Tax - Measure C	4,300,847.00	1,326,726.16	5,470,955.15	(1) 0.00	(1,170,108.15)
	Transfers In	0.00	0.00	0.00	0.00	0.00
	Transfers Out	0.00	0.00	0.00	0.00	0.00
	Revenue	4,300,847.00	1,326,726.16	5,470,955.15	0.00	(1,170,108.15)
	Expenses	0.00	0.00	0.00	0.00	0.00
	Net	4,300,847.00	1,326,726.16	5,470,955.15	0.00	(1,170,108.15)

Org Key: 1005140 - CD Code Enforcement

<i>REVENUE ACCOUNTS</i>						
41181	Sales Tax - Measure C	188,900.00	51,811.59	112,685.48	(1) 0.00	76,214.52
	Transfers In	0.00	0.00	0.00	0.00	0.00
	Transfers Out	0.00	0.00	0.00	0.00	0.00
	Revenue	188,900.00	51,811.59	112,685.48	0.00	76,214.52
	Expenses	0.00	0.00	0.00	0.00	0.00
	Net	188,900.00	51,811.59	112,685.48	0.00	76,214.52

sum of (1) = \$5,583,640.63

This is a general ledger printout from the City's financial system. The "Actuals" column is the total FY15 Measure C revenue received. Org Key 1003150 is a Police Department division within the General Fund and Org Key 1005140 is the Code Enforcement division within the General Fund.



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99826005

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

02 | 18 | 15

DOLLARS	CENTS
\$**506200	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

When changing accounts or financial institutions, notify your retirement system or agency accounting office immediately. Do not close your old account until you have received your first payment in your new account.



BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 02/06/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Dec 2014	506,200.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		506,200.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99322672

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

01 | 21 | 15

DOLLARS	CENTS
\$**379700	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 01/12/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Nov 2014	379,700.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		379,700.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99207035

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

03 | 25 | 15

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**560343	.01

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349	DATE: 03/16/2015	FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX FINANCE DIRECTOR		
TOTAL DUE	4th Qtr 14	1,500,373.01
PRIOR CREDITS		0.00
PRIOR ADVANCES	4th Qtr 14	1,265,600.00-
COST OF ADMIN		9,230.00-

BALANCE	4th Qtr 14	225,543.01
CURRENT ADVANCE	Jan 2015	334,800.00
TOTAL PAYMENT		560,343.01



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99472492

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

05 | 20 | 15

DOLLARS CENTS
\$**446400.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 05/12/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Mar 2015	446,400.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		446,400.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99759249

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

04 | 15 | 15

DOLLARS CENTS
\$**334800.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 04/07/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Feb 2015	334,800.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		334,800.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99131547

DIRECT DEPOSIT ADVICE

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06 | 25 | 15

131547
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**619337	.75

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349	DATE: 06/18/2015	FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX FINANCE DIRECTOR		
TOTAL DUE	1st Qtr 15	1,435,577.75
PRIOR CREDITS		0.00
PRIOR ADVANCES	1st Qtr 15	1,116,000.00-
COST OF ADMIN		25,640.00-

BALANCE	1st Qtr 15	293,937.75
CURRENT ADVANCE	Apr 2015	325,400.00
TOTAL PAYMENT		619,337.75



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99963947

DIRECT DEPOSIT ADVICE

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08 | 19 | 15

963947
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**433800	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 08/11/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Jun 2015	433,800.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		433,800.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99435625

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

07 | 15 | 15

435625
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**325400	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 07/07/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	May 2015	325,400.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		325,400.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99146937

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

10 | 15 | 14

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS :CENTS
\$**271400.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
NUMBER(S)

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JOHN CHIANG
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 10/08/2014 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Aug 2014	271,400.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		271,400.00

Board of Equalization - State of California

Local Jurisdiction Statement of Tax Distribution

349	Date	For the periods shown below	
	09/19/2014		
	Payee:	CITY OF ANTIOCH T & U TAX/FINANCE DIRECTOR	
	Total Due	2nd Qtr 14	1,170,175.35
	Prior Credits		0.00
	Prior Advances	2nd Qtr 14	-947,000.00
	Cost of Admin		-9,230.00
	Balance	2nd Qtr 14	213,945.35
	Current Advance	Jul 2014	271,400.00
	Total Payment (by EFT)		485,345.35

If you have questions regarding this statement please contact
BOE-Local Revenue and Allocation Unit at 916 324 3000



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99608255

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

11 | 19 | 14

DOLLARS	CENTS
\$**361800	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
NUMBER(S)

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

When changing accounts or financial institutions, notify your retirement system or agency accounting office immediately. Do not close your old account until you have received your first payment in your new account.



JOHN CHIANG
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 11/07/2014 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Sep 2014	361,800.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		361,800.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99032123

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121100782 from the RETAIL SALES TAX

12 | 26 | 14

CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**859114.	52

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
NUMBER(S)

When changing accounts or financial institutions, notify your retirement system or agency accounting office immediately. Do not close your old account until you have received your first payment in your new account.



JOHN CHIANG
CALIFORNIA STATE CONTROLLER

STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF ADD-ON TAX DISTRIBUTION

349 DATE: 12/16/2014 FOR THE PERIODS SHOWN BELOW

PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

TOTAL DUE	3rd Qtr 14	1,393,244.52
PRIOR CREDITS		0.00
PRIOR ADVANCES	3rd Qtr 14	904,600.00-
COST OF ADMIN		9,230.00-

BALANCE	3rd Qtr 14	479,414.52
CURRENT ADVANCE	Oct 2014	379,700.00
TOTAL PAYMENT		859,114.52

ATTACHMENT B - PAYMENTS

General Fund Police Department Measure C Funding

	Police Department Actual Expenditures FY15
13/14 Baseline Budget	\$28,447,271
Measure C actual (allocated to Police)	5,470,955
Measure C carryover – FY14(actual)	898,689
Budget Allotment	34,816,915
Actual Expenditures	32,126,395
EBRCS Purchase – Gen Fd Reserves	(1,237,727)*
Difference under budget	\$3,928,247

*\$1,237,727 was spent for EBRCS as of 6/30/15. The City Council directed that EBRCS could not come from Measure C funds and is therefore being excluded from the expenditure calculation.

Calculation of Police Department FY15 Measure C Expenditures

Measure C Fiscal Year 2015 Receipts	\$5,470,955
Plus: Fiscal Year 2014 Measure C carryover	898,689
Sub-total	\$6,369,644
Less: Difference under Budget (Chart Above)	(3,928,247)
CALCULATED TOTAL OF MEASURE C FUNDING SPENT FOR POLICE SERVICES FY15	\$2,441,397

Budget to Actual Expenditures

12 :Fiscal Period
2015 :Fiscal Year

As of: 06/30/2015

<u>Account</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
003110 61010	Regular Salaries	848,250	764,460		83,793
003110 61015	Salaries-Payoff	11,508	11,508		
003110 61020	Part-Time Help	200,000	238,755		(38,755)
003110 61030	Overtime	100,000	104,992		(4,993)
003110 61040	Holiday Pay - Sworn	1,610			1,610
003110 61050	Holiday Pay - Non Sworn	5,500			5,500
003110 61100	Retirement-PERS	244,500	252,546		(8,046)
003110 61115	Retirement- Medicare	16,500	16,361		139
003110 61116	Retirement-PARS	145,000	94,245		50,752
003110 61120	Retirement-Deferred Comp	4,530	4,637		(108)
003110 61121	State Disability Ins	2,440	2,379		60
003110 61129	Cafeteria Plan	140,445	135,458		4,986
003110 61133	Retiree Medical	76,000	76,637		(636)
003110 61140	Life Insurance/EAP	1,050	1,039		14
003110 61150	Workers' Compensation	53,500	39,779		13,720
003110 61161	Uniform Allowance	2,050	2,050		1
003110 61170	Unemployment Insurance	5,000			5,000
003110 62100	Office Supplies	22,000	23,905		(1,904)
003110 62200	Operating Supplies	39,544	35,435	9,575	(5,467)
003110 62205	Operating Supplies-Evidence	20,000	23,323		(3,322)
003110 62210	Ammunition	50,000	44,026	2,220	3,753
003110 62240	Safety Materials	120,000	112,512		7,488
003110 62280	Postage	6,000	4,389		1,611
003110 62290	Fuel	4,000	4,025		(25)
003110 62400	Printing	17,310	20,482		(3,171)
003110 62410	Copier	21,000	27,025		(6,024)
003110 62450	Books & Periodicals	2,790	2,790		
003110 63010	Contracts - Prof/Commercial	130,000	106,752	25,614	(2,367)
003110 63052	Equipment Rental/Maintenance	65,330	65,328		
003110 63090	Cntrct-Juvenile Diversion Prog	205,000	204,996		4
003110 63100	Parts & Service				
003110 63800	Computer Operation Support	287,960	287,960		
003110 63812	Building Use Allowance	276,519	276,516		
003110 63814	Equipment Use Allowance	7,581	7,584		
003110 63816	City Wide Admin	615,721	596,937		18,779
003110 63840	Vehicle Rental	4,225	4,224		
003110 64005	Tele-Software/Maint	21,375	21,376		
003110 65010	Business Expense	5,000	6,650		(1,650)
003110 65020	Conferences/Dues	6,000	3,902		2,098
003110 65030	Training	110,000	99,567	10,585	(153)
003110 65060	Recruitment	38,000	40,678		(2,677)

Budget to Actual Expenditures

As of: 06/30/2015

<u>Account</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
Total	Police Administration	3,933,238	3,765,234	47,996	120,007
003120	61020 Part-Time Help	5,000	4,308		691
003120	61115 Retirement- Medicare	75	62		12
003120	61116 Retirement-PARS	65	56		8
003120	61150 Workers' Compensation	500	232		269
003120	63816 City Wide Admin	6,127	5,991		131
003120	65200 Explorers	250			250
Total	Police Reserves	12,017	10,653		1,364
003130	61010 Regular Salaries	221,555	222,769		(1,213)
003130	61015 Salaries-Payoff		1,830		(1,830)
003130	61030 Overtime	52,300	62,066		(9,767)
003130	61040 Holiday Pay - Sworn	17,700	2,769		14,930
003130	61050 Holiday Pay - Non Sworn	10,000	9,912		88
003130	61100 Retirement-PERS	67,375	67,520		(144)
003130	61115 Retirement- Medicare	4,460	4,390		71
003130	61129 Cafeteria Plan	41,865	41,856		8
003130	61133 Retiree Medical	12,360	12,388		(28)
003130	61150 Workers' Compensation	17,310	16,170		1,141
003130	61161 Uniform Allowance	2,500	2,345		154
003130	61170 Unemployment Insurance	2,500			2,500
003130	62200 Operating Supplies	1,000	455		544
003130	62410 Copier	750	521		228
003130	63800 Computer Operation Support	846	848		
003130	63816 City Wide Admin	39,089	38,553		535
Total	Police Prisoner Custody	491,610	484,390		7,220
003150	61010 Regular Salaries	8,167,027	8,076,211		90,814
003150	61015 Salaries-Payoff	192,859	192,858		1
003150	61020 Part-Time Help	43,764	53,067		(9,302)
003150	61030 Overtime	1,700,000	1,710,628		(10,629)
003150	61040 Holiday Pay - Sworn	500,000	408,795		91,204
003150	61050 Holiday Pay - Non Sworn	2,500	1,831		669
003150	61060 Standby Pay	10,000	13,836		(3,836)
003150	61100 Retirement-PERS	2,900,000	2,922,339		(22,337)
003150	61115 Retirement- Medicare	165,000	151,770		13,228
003150	61116 Retirement-PARS		42		(41)
003150	61129 Cafeteria Plan	1,505,490	1,486,647		18,843
003150	61133 Retiree Medical	523,700	501,777		21,923
003150	61150 Workers' Compensation	887,655	780,505		107,149
003150	61160 Allowances	26,730	26,728		()

Budget to Actual Expenditures

As of: 06/30/2015

<u>Account</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
003150	61161	Uniform Allowance	73,174	68,866	4,306
003150	61170	Unemployment Insurance	5,200		5,200
003150	62200	Operating Supplies	35,957	36,422	(466)
003150	62215	Canine Allowance	12,000	9,300	2,700
003150	62217	Canine Program	23,000	10,898	2,350 9,750
003150	62280	Postage	23	23	()
003150	62290	Fuel	249,000	208,961	40,039
003150	63010	Contracts - Prof/Commercial	6,000	6,825	(825)
003150	63100	Parts & Service	626	626	
003150	63205	Contracts-Medical	10,500	12,939	(2,437)
003150	63210	Contracts-Psychological	6,300	7,250	(950)
003150	63800	Computer Operation Support	28,768	28,768	
003150	63814	Equipment Use Allowance	1,248	1,248	
003150	63816	City Wide Admin	1,041,567	1,025,055	16,515
003150	63840	Vehicle Rental	482,800	482,800	
003150	64005	Tele-Software/Maint	3,584	3,584	
003150	65010	Business Expense	7,188	8,745	(1,557)
003150	75000	Furniture & Equipment	208,143	120,845	37,570 49,727

Total	Police Community Policing	18,819,803	18,360,193	39,920	419,689
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<u>Account</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
Total	Police Traffic Division				
003170	61010	Regular Salaries	1,423,395	1,435,869	(12,473)
003170	61015	Salaries-Payoff	44,513	44,513	()
003170	61030	Overtime	345,000	408,645	(63,647)
003170	61040	Holiday Pay - Sworn	1,800	1,790	10
003170	61060	Standby Pay	70,000	78,066	(8,066)
003170	61100	Retirement-PERS	530,000	533,401	(3,399)
003170	61115	Retirement- Medicare	26,295	27,169	(874)
003170	61121	State Disability Ins	485	494	(9)
003170	61129	Cafeteria Plan	311,045	290,967	20,078
003170	61133	Retiree Medical	91,000	91,774	(774)
003170	61140	Life Insurance/EAP	119	120	
003170	61150	Workers' Compensation	154,215	144,567	9,648
003170	61161	Uniform Allowance	11,687	11,686	
003170	62200	Operating Supplies	40,000	39,390	610
003170	62290	Fuel	13,000	8,940	4,061
003170	62410	Copier	7,000	10,153	(3,152)
003170	63012	Contracts-Public Agencies	114,268	114,268	
003170	63050	Contracts Prof-Evid/Lab Analys	225,000	247,255	(22,255)
003170	63051	Contr Prof-Lab Analysis-Outsid	4,232	3,700	532
003170	63055	Contract Prof-Sex Assault Exam	30,000	31,575	(1,575)

Budget to Actual Expenditures

As of: 06/30/2015

<u>Account</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
003170 63070	Contracts Prof-Alcohol Test	20,000	7,730		12,270
003170 63800	Computer Operation Support	3,878	3,880		
003170 63814	Equipment Use Allowance	142	144		
003170 63816	City Wide Admin	150,329	148,013		2,312
003170 63840	Vehicle Rental	21,046	21,048		
003170 65010	Business Expense	2,500	2,885		(384)
Total	Police Investigations	3,640,949	3,708,039		(67,090)
003175 61010	Regular Salaries	347,500	348,484		(982)
003175 61015	Salaries-Payoff	17,120	17,120		()
003175 61030	Overtime	170,000	167,849		2,150
003175 61040	Holiday Pay - Sworn	1,500	750		749
003175 61060	Standby Pay	18,000	20,715		(2,715)
003175 61100	Retirement-PERS	132,610	130,991		1,619
003175 61115	Retirement- Medicare	7,600	7,517		81
003175 61129	Cafeteria Plan	79,250	79,247		(2)
003175 61133	Retiree Medical	20,835	20,987		(152)
003175 61150	Workers' Compensation	46,000	40,999		5,000
003175 61161	Uniform Allowance	3,155	3,152		1
003175 62200	Operating Supplies	2,000	1,650		350
003175 62225	Drug Buy Fund	3,000	3,000		
003175 62290	Fuel	3,000	209		2,792
003175 63010	Contracts - Prof/Commercial	20,000	17,761	1,244	995
003175 63800	Computer Operation Support	1,763	1,764		
003175 63816	City Wide Admin	67,810	66,766		1,046
003175 63840	Vehicle Rental	1,773	1,772		
003175 65010	Business Expense	1,000	721		279
Total	Police Special Operations Unit	943,916	931,459	1,244	11,213
003180 61010	Regular Salaries	1,084,531	1,085,672		(1,139)
003180 61015	Salaries-Payoff	4,353	4,353		
003180 61020	Part-Time Help	35,000	31,037		3,963
003180 61030	Overtime	180,000	178,712		1,286
003180 61050	Holiday Pay - Non Sworn	80,000	74,654		5,347
003180 61100	Retirement-PERS	335,535	336,730		(1,194)
003180 61115	Retirement- Medicare	23,000	20,024		2,977
003180 61116	Retirement-PARS	455			455
003180 61120	Retirement-Deferred Comp	300			300
003180 61129	Cafeteria Plan	291,500	287,390		4,109
003180 61133	Retiree Medical	63,450	61,391		2,057
003180 61150	Workers' Compensation	24,000	18,576		5,425
003180 61161	Uniform Allowance	7,715	7,448		267

Budget to Actual Expenditures

As of: 06/30/2015

<u>ccount</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
003180	61170	Unemployment Insurance	15,431	15,431	
003180	62200	Operating Supplies	5,000	2,250	2,749
003180	63010	Contracts - Prof/Commercial	500	279	221
003180	63120	Maintenance Contracts	130,096	90,097	5,722 34,275
003180	63121	Maintenance Contr-Commercial	207,893	207,767	179,137 (179,010)
003180	63122	Maintenance Contract-Hardware	2,750	446	2,304
003180	63800	Computer Operation Support	4,513	4,512	
003180	63814	Equipment Use Allowance	4,161	4,164	
003180	63816	City Wide Admin	155,443	152,834	2,614
003180	64005	Tele-Software/Maint	1,791	1,792	
003180	64010	Tele-Long Dist/Line Chgs	25,000	21,158	3,842
003180	75000	Furniture & Equipment	1,827,000	1,237,727	515,410 73,863
Total	Police Communications		4,509,417	3,844,430	700,271 (35,284)
003185	62100	Office Supplies	100		100
003185	62200	Operating Supplies	1,000	200	800
003185	62280	Postage	25		25
003185	62290	Fuel	2,400	1,625	775
003185	62400	Printing	750		750
003185	63010	Contracts - Prof/Commercial	16,800	17,940	(1,140)
003185	63800	Computer Operation Support	52	52	
003185	63816	City Wide Admin	(23,207)	(23,265)	62
003185	64010	Tele-Long Dist/Line Chgs	3,750	3,932	(181)
003185	65010	Business Expense	150		150
003185	65020	Conferences/Dues	1,000	208	791
003185	65030	Training	500		500
Total	Office Of Emergency Management		3,320	687	2,634
003195	61010	Regular Salaries	36,065	33,296	2,768
003195	61040	Holiday Pay - Sworn	500		500
003195	61100	Retirement-PERS	13,745	12,571	1,174
003195	61115	Retirement- Medicare	535	522	13
003195	61129	Cafeteria Plan	5,440	4,283	1,153
003195	61133	Retiree Medical	5,235	4,320	914
003195	61150	Workers' Compensation	3,205	2,746	457
003195	61161	Uniform Allowance	302	292	10
003195	62100	Office Supplies	300	571	(271)
003195	62200	Operating Supplies	10,000	10,117	(116)
003195	62290	Fuel	1,125		1,125
003195	63816	City Wide Admin	3,892	3,853	36
003195	65010	Business Expense	300		300
003195	65030	Training	973	525	448

Budget to Actual Expenditures

As of: 06/30/2015

<u>Account</u>	<u>Description</u>	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
Total	Police Community Volunteers	81,617	73,104		8,514
003200	91416 Transfers out	18,902	18,900		
003200	63010 Contracts - Prof/Commercial				
003200	63100 Parts & Service	80,000	63,843		16,155
003200	63120 Maintenance Contracts	150,110	120,008	10,032	20,069
003200	63816 City Wide Admin	29,398	29,225		176
003200	64005 Tele-Software/Maint	43,002	43,000		
003200	64010 Tele-Long Dist/Line Chgs	5,000	6,188		(1,188)
003200	64015 Tele-Mobile/Pagers	30,000	38,417		(8,417)
003200	64100 Electricity	177,000	171,939		5,060
003200	64200 Gas	48,000	20,215		27,785
003200	64400 Sewer	694	694		
Total	Police Facilities Maintenance	582,106	512,432	10,032	59,642
003320	91214 Transfers out	505,688	435,773		69,915
Total	Animal Control	505,688	435,773		69,915
	Total General Fund	33,523,681	32,126,395	799,463	597,824

FY15 Code Enforcement Measure C Expenditures

	Code Enforcement FY 15 Expenditures
Expenditures:	
Deputy Director Staff Time & Full Time Code Enforcement Officer staff time	\$43,472
Contract Code Enforcement Officer	68,407
Computer Equipment	806
Total Expenditures	\$112,685

City of Antioch
GL Transactions by Date Range

Posting Date	Reference	Vendor ID	Transaction Description		Debit Amount	Credit Amount	Net Amount
Account: 1005140 - 63026		CD Code Enforcement		Contracts - Measure C			
10/16/2014	19149	09/25/201: V06460	CONSULTING SER	OH	11,200.00	0.00	11,200.00
11/20/2014	19575	10/31/201: V06460	CONSULTING SER	OH	11,900.00	0.00	11,900.00
12/11/2014	19901	11/24/201: V06460	PROFESSIONAL S	OH	10,220.00	0.00	10,220.00
01/08/2015	20220	12/26/201: V06460	CONSUTLING SER	OH	3,255.00	0.00	3,255.00
02/06/2015	20467	01/19/201: V06460	CONSULTING SER	OH	2,642.50	0.00	2,642.50
03/20/2015	32	02/19/201: V06460	PROFESSIONAL S	OH	3,850.00	0.00	3,850.00
04/03/2015	21162	03/19/201: V06460	CONSULTING SER	OH	245.00	0.00	245.00
06/12/2015	55896124	05/14/201: V01261	COMPUTER EQUIP	OH	726.71	0.00	726.71
06/12/2015	55896124	05/14/201: V01261	HP 5Y NEXTBUSD	OH	79.20	0.00	79.20
06/19/2015	21622	04/23/201: V06460	PROFESSIONAL S	OH	10,797.50	0.00	10,797.50
06/26/2015	21994	05/26/201: V06460	PROFESSIONAL S	OH	11,322.50	0.00	11,322.50
06/26/2015	22288	06/16/201: V06460	PROFESSIONAL S	OH	2,975.00	0.00	2,975.00
Total for Account: 1005140 - 63026					69,213.41	0.00	69,213.41
Total for Org Key: 1005140					69,213.41	0.00	69,213.41
Total for Report:					69,213.41	0.00	69,213.41

This is a listing of the invoices paid for contract Code Enforcement Services and computer purchase for Code Enforcement for fiscal year 2015.

CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V06460	INTERWEST CONSULTING GROUP INC	01/08/15	354552

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
20220	12/26/14	P150277	CONSUTLING SERVICES	25,965.00	0.00	25,965.00

TOTAL 25,965.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007
(925) 779-7055

Bank of the West
2507 Somersville Road
Antioch, CA 94509

90-78
1211

DATE	CHECK NO.	AMOUNT
01/08/15	354552	\$*****25,965.00

VOID AFTER 120 DAYS

PAY EXACTLY TWENTY FIVE Thousand NINE Hundred SIXTY FIVE Dollars and ZERO Cents

TO THE ORDER OF INTERWEST CONSULTING GROUP INC
ATTN ACCOUNTING
PO BOX 18330
BOULDER CO 80308

Donna Conley
AUTHORIZED SIGNATURE



⑈ 354552⑈ ⑆ 121100782⑆ 013775999⑈

Interwest Consulting Group Inc.

9300 W Stockton Blvd., Suite 105
Tel. 916-683-3340

ENTERED

JAN - 8 2014

Invoice Number: 20220
Invoice Date: 12/26/2014

Bill To:

City of Antioch
Community Development Department
P.O. Box 5007
Antioch, CA 94531

212521065578 \$14,890 -
100514063010 \$ 3,195 -
226522562245 \$1,837 50

APPROVED	
ACCOUNT #:	228333063010 \$2,787 50
PO #:	100514063026 \$3,255 -
DESCRIPTION:	P150277
DATE:	Contract C60NOV
AUTHORIZED SIGNATURE:	12/31/14

Invoice Detail

Professional Services for the November 1 through November 30, 2014

Services Rendered: Code Enforcement

Person	Title	Week Ending	Hours	Rate	Total
Mike Aguirre	Housing Insp./Code Enf. Officer	11/7/2014	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Insp./Code Enf. Officer	11/14/2014	30 ✓	\$90.00	\$ 2,700.00
Mike Aguirre	Housing Insp./Code Enf. Officer	11/21/2014	40 ✓	\$90.00	\$ 3,600.00
Andrew Shuck	Housing Insp./Code Enf. Officer	11/7/2014	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Insp./Code Enf. Officer	11/14/2014	30 ✓	\$70.00	\$ 2,100.00
Andrew Shuck	Housing Insp./Code Enf. Officer	11/21/2014	39.5 ✓	\$70.00	\$ 2,765.00
Andrew Shuck	Housing Insp./Code Enf. Officer	11/28/2014	10 ✓	\$70.00	\$ 700.00
Renee Souza	Code Enforcement Officer	11/7/2014	40 ✓	\$70.00	\$ 2,800.00
Renee Souza	Code Enforcement Officer	11/14/2014	30 ✓	\$70.00	\$ 2,100.00
Renee Souza	Code Enforcement Officer	11/21/2014	40 ✓	\$70.00	\$ 2,800.00
Total Hours of Work Performed:			339.5 ✓		

PAID
JAN - 8 2015
BY

Invoice Total: \$ 25,965.00 ✓

Please remit to:

Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

JAN 5 2015

CITY OF ANTIOCH
FINANCE DEPT.



Interwest Consulting Group Inc.

9300 W Stockton Blvd., Suite 105
Tel. 916-683-3340

Progress Bill No. 30
Invoice Number: 20220
Invoice Date: 12/26/2014

Bill To:
City of Antioch
Tammy Leach
Community Development Department
200 "H" Street
P.O. Box 5007
Antioch, CA 94531

Invoice Summary

Professional Services for the November 1 through November 30, 2014

Services Rendered: Code Enforcement

Contract Billing Rate (as of 6/1/2013):	\$90/hr; \$70/hr
Total Hours of Work Performed to Date:	6888
Total Hours of Work Performed This Period:	339.5
Total Billed to Date:	\$ 587,130.00
Invoice Total:	\$ 25,965.00

Consultant Signature: *Renee Haynes*

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

OCTOBER 2014

	Mike		Renee		Andy		
2125210 65578							
CDBG							
11/2-11/8/14	22.5	\$2,025.00		\$0.00	40.00	\$2,800.00	
11/9-11/15/14	21.5	\$1,935.00		\$0.00	30.00	\$2,100.00	
11/16-11/22/14	28.5	\$2,565.00		\$0.00	39.50	\$2,765.00	
11/23-11/29/14	0	\$0.00		\$0.00	10.00	\$700.00	
	72.5	\$6,525.00	0	\$0.00	119.50	\$8,365.00	\$14,890.00
1005140 63010							
Code Enforcement							
11/2-11/8/14	17	\$1,530.00		\$0.00			
11/9-11/15/14	7.5	\$675.00		\$0.00			
11/16-11/22/14	11	\$990.00		\$0.00			
11/23-11/29/14	0	\$0.00		\$0.00			
	35.5	\$3,195.00	0	\$0.00			\$3,195.00
2265225 62245							
Garbage Abatement							
11/2-11/8/14	0	\$0.00	6.5	\$455.00			
11/9-11/15/14	0	\$0.00	10	\$700.00			
11/16-11/22/14	0	\$0.00	9.75	\$682.50			
11/23-11/29/14	0	\$0.00	0	\$0.00			
	0	\$0.00	26.25	\$1,837.50			\$1,837.50
2283330 63010							
Abandoned Vehicles							
11/2-11/8/14	0.5	\$45.00	11.5	\$805.00			
11/9-11/15/14	1	\$90.00	10.5	\$735.00			
11/16-11/22/14	0.5	\$45.00	15.25	\$1,067.50			
11/23-11/29/14	0	\$0.00	0	\$0.00			
	2	\$180.00	37.25	\$2,607.50			\$2,787.50
	110	\$9,900.00		\$4,445.00			
1005140 63026							
Measure C							
11/2-11/8/14			22	\$1,540.00			
11/9-11/15/14			9.5	\$665.00			
11/16-11/22/14			15	\$1,050.00			
11/23-11/29/14			0	\$0.00			
			46.5	\$3,255.00			\$3,255.00
			110				\$25,965.00

CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V06460	INTERWEST CONSULTING GROUP INC	02/06/15	355028

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
20467	01/19/15	P150277	CONSULTING SERVICES	32,730.00	0.00	32,730.00

TOTAL 32,730.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007
(925) 779-7055

Bank of the West
2507 Somersville Road
Antioch, CA 94509

90-78
1211

DATE	CHECK NO.	AMOUNT
02/06/15	355028	\$*****32,730.00

VOID AFTER 120 DAYS

PAY EXACTLY THIRTY TWO Thousand SEVEN Hundred THIRTY Dollars
and ZERO Cents

TO THE ORDER OF INTERWEST CONSULTING GROUP INC
ATTN ACCOUNTING
PO BOX 18330
BOULDER CO 80308

Donna Conley
AUTHORIZED SIGNATURE



⑈ 355028 ⑈ ⑆ 21600782⑆ 013775999⑈

Interwest Consulting Group Inc.
 9300 W Stockton Blvd., Suite 105
 Tel. 916-683-3340

ENTERED

FEB - 6 2015

Invoice Number: 20467
Invoice Date: 1/19/2015

2125210 65578 \$24,360
 1005140 63010 \$ 810-
 2265225 62245 \$ 2,590-

Bill To:
City of Antioch
 Community Development Department
 P.O. Box 5007
 Antioch, CA 94531

APPROVED
ACCOUNT #: 2283330 63010 \$2,327.50
PO #: 1005140 63026 \$2,642.50
DESCRIPTION: P150277
DATE: contract CEO - Dec
AUTHORIZED: 2/3/15
SIGNATURE: *William...*

Invoice Detail

Professional Services for the period December 1 through December 31, 2014

Services Rendered: Code Enforcement

Person	Title	Week Ending	Hours	Rate	Total
Mike Aguirre	Housing Insp./Code Enf. Officer	12/5/2014	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Insp./Code Enf. Officer	12/12/2014	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Insp./Code Enf. Officer	12/19/2014	33 ✓	\$90.00	\$ 2,970.00
Mike Aguirre	Housing Insp./Code Enf. Officer	12/26/2014	20 ✓	\$90.00	\$ 1,800.00
Mike Aguirre	Housing Insp./Code Enf. Officer	1/2/2015	30 ✓	\$90.00	\$ 2,700.00
Andrew Shuck	Housing Insp./Code Enf. Officer	12/5/2014	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Insp./Code Enf. Officer	12/12/2014	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Insp./Code Enf. Officer	12/19/2014	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Insp./Code Enf. Officer	12/26/2014	20 ✓	\$70.00	\$ 1,400.00
Andrew Shuck	Housing Insp./Code Enf. Officer	1/2/2015	10 ✓	\$70.00	\$ 700.00
Renee Souza	Code Enforcement Officer	12/5/2014	30 ✓	\$70.00	\$ 2,100.00
Renee Souza	Code Enforcement Officer	12/12/2014	38 ✓	\$70.00	\$ 2,660.00
Renee Souza	Code Enforcement Officer	12/19/2014	40 ✓	\$70.00	\$ 2,800.00
Total Hours of Work Performed:			421		

P A I D
 FEB 06 2015

Invoice Total: \$ 32,730.00 ✓

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

FEB - 3 2015

CITY OF ANTIOCH
 FINANCE DEPT.

DECEMBER 2015

	Mike		Renee		Andy		
2125210 65578							
CDBG							
12/1-12/6/14	33	\$2,970.00	0	\$0.00	40.00	\$2,800.00	
12/7-12-13/14	38	\$3,420.00	0	\$0.00	40.00	\$2,800.00	
12/14-12/20-14	33	\$2,970.00	0	\$0.00	40.00	\$2,800.00	
12/21-12/27/14	20	\$1,800.00	0	\$0.00	20.00	\$1,400.00	
12/28-12/31/14	30	\$2,700.00	0	\$0.00	10.00	\$700.00	
	154	\$13,860.00	0	\$0.00	150.00	\$10,500.00	\$24,360.00
1005140 63010							
Code Enforcement							
12/1-12/6/14	7	\$630.00	0	\$0.00			
12/7-12-13/14	2	\$180.00	0	\$0.00			
12/14-12/20-14	0	\$0.00	0	\$0.00			
12/21-12/27/14	0	\$0.00	0	\$0.00			
12/28-12/31/14	0	\$0.00	0	\$0.00			
	9	\$810.00	0	\$0.00			\$810.00
2265225 62245							
Garbage Abatement							
12/1-12/6/14	0	\$0.00	12.5	\$875.00			
12/7-12-13/14	0	\$0.00	10.5	\$735.00			
12/14-12/20-14	0	\$0.00	14	\$980.00			
12/21-12/27/14	0	\$0.00	0	\$0.00			
12/28-12/31/14	0	\$0.00	0	\$0.00			
	0	\$0.00	37	\$2,590.00			\$2,590.00
2283330 63010							
Abandoned Vehicles							
12/1-12/6/14	0	\$0.00	8.5	\$595.00			
12/7-12-13/14	0	\$0.00	15.25	\$1,067.50			
12/14-12/20-14	0	\$0.00	9.5	\$665.00			
12/21-12/27/14	0	\$0.00	0	\$0.00			
12/28-12/31/14	0	\$0.00	0	\$0.00			
	0	\$0.00	33.25	\$2,327.50			\$2,327.50
	163	\$14,670.00		\$4,917.50			
1005140 63026							
Measure C							
12/1-12/6/14			9	\$630.00			
12/7-12-13/14			12.25	\$857.50			
12/14-12/20-14			16.5	\$1,155.00			
12/21-12/27/14			0	\$0.00			
12/28-12/31/14			0	\$0.00			
			37.75	\$2,642.50			\$2,642.50
			108				\$32,730.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V06460	INTERWEST CONSULTING GROUP INC	03/20/15	355649

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
32	02/19/15	P150277	PROFESSIONAL SERVICES	33,010.00	0.00	33,010.00

TOTAL 33,010.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007
(925) 779-7055

Bank of the West
2507 Somersville Road
Antioch, CA 94509

90-78
1211

DATE	CHECK NO.	AMOUNT
03/20/15	355649	\$*****33,010.00

VOID AFTER 120 DAYS

PAY EXACTLY THIRTY THREE Thousand TEN Dollars and ZERO Cents

TO THE
ORDER
OF

INTERWEST CONSULTING GROUP INC
ATTN ACCOUNTING
PO BOX 18330
BOULDER CO 80308

Donna Conley
AUTHORIZED SIGNATURE



⑈ 355649 ⑈ ⑆ 121100782 ⑆ 013775999 ⑈

ENTERED

MAR 20 2015



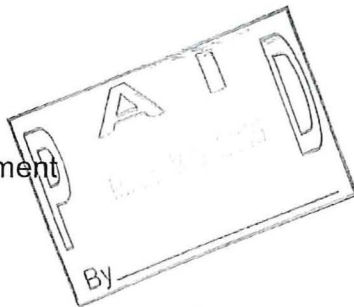
INTERWEST
CONSULTING GROUP

Interwest Consulting Group Inc.

1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Tel. 916.781.6600

Progress Bill No. 32
Invoice Number: 20815
Invoice Date: 2/19/2015

Bill To:
City of Antioch
Tammy Leach
Community Development Department
200 "H" Street
P.O. Box 5007
Antioch, CA 94531



Invoice Summary

Professional Services for the period January 1 through January 31, 2015

Services Rendered: Code Enforcement

Contract Billing Rate (as of 6/1/2013):	\$90/hr; \$70/hr
Total Hours of Work Performed to Date:	7740
Total Hours of Work Performed This Period:	431.0
Total Billed to Date:	\$ 652,870.00
Invoice Total:	\$ 33,010.00

Consultant Signature: *Renee Haynes*

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

MAR 17 2015

CITY OF ANTIOCH
FINANCE DEPT.

Interwest Consulting Group Inc.

1613 Santa Clara Drive, Suite 100
 Roseville, CA 95661
 Tel. 916.781.6600

Invoice Number: 20815
Invoice Date: 2/19/2015
 2125210 65578 \$ 22656.00
 1005140 63010 \$ 765.00
 2265225 62245 \$ 3482.50

Bill To:
City of Antioch
 Community Development Department
 P.O. Box 5007
 Antioch, CA 94531

APPROVED
ACCOUNT #: 228 3330 63010 \$ 2257.50
PO #: 1005140 63026 \$ 3850.00
DESCRIPTION: P 150277
DATE: Contract CEO Jan
AUTHORIZED: 3/10/15
SIGNATURE: 

Invoice Detail

Professional Services for the period January 1 through January 31, 2015

Services Rendered: Code Enforcement

Person	Title	Week Ending	Hours	Rate	Total
Mike Aguirre	Housing Inspector/Code Enforcement Of	1/9/2015	30 ✓	\$90.00	\$ 2,700.00
Mike Aguirre	Housing Inspector/Code Enforcement Of	1/16/2015	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Inspector/Code Enforcement Of	1/23/2015	32 ✓	\$90.00	\$ 2,880.00
Mike Aguirre	Housing Inspector/Code Enforcement Of	1/30/2015	40 ✓	\$90.00	\$ 3,600.00
Andrew Shuck	Housing Inspector/Code Enforcement Of	1/9/2015	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Inspector/Code Enforcement Of	1/16/2015	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Inspector/Code Enforcement Of	1/23/2015	32 ✓	\$70.00	\$ 2,240.00
Andrew Shuck	Housing Inspector/Code Enforcement Of	1/30/2015	40 ✓	\$70.00	\$ 2,800.00
Renee Souza	Code Enforcement Officer	1/9/2015	39 ✓	\$70.00	\$ 2,730.00
Renee Souza	Code Enforcement Officer	1/16/2015	34 ✓	\$70.00	\$ 2,380.00
Renee Souza	Code Enforcement Officer	1/23/2015	32 ✓	\$70.00	\$ 2,240.00
Renee Souza	Code Enforcement Officer	1/30/2015	32 ✓	\$70.00	\$ 2,240.00
Total Hours of Work Performed:			431		

Invoice Total: \$ 33,010.00

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
 Direct invoice questions to Renee Haynes @ 970-460-1092

JANUARY 2015

	Mike		Renee		Andy		
2125210 65578							
CDBG							
1/4-1/10/15	30	\$2,700.00	0	\$0.00	40.00	\$2,800.00	
1/11-1/17/15	40	\$3,600.00	0	\$0.00	40.00	\$2,800.00	
1/18-1/24/15	29	\$2,610.00	0	\$0.00	32.00	\$2,240.00	
1/25-1/31/15	34.5	\$3,105.00	0	\$0.00	40.00	\$2,800.00	
	133.5	\$12,015.00	0	\$0.00	152.00	\$10,640.00	\$22,655.00

1005140 63010							
Code Enforcement							
1/4-1/10/15	0	\$0.00	0	\$0.00			
1/11-1/17/15	0	\$0.00	0	\$0.00			
1/18-1/24/15	3	\$270.00	0	\$0.00			
1/25-1/31/15	5.5	\$495.00	0	\$0.00			
	8.5	\$765.00	0	\$0.00			\$765.00

2265225 62245							
Garbage Abatement							
1/4-1/10/15	0	\$0.00	14.5	\$1,015.00			
1/11-1/17/15	0	\$0.00	15	\$1,050.00			
1/18-1/24/15	0	\$0.00	9.75	\$682.50			
1/25-1/31/15	0	\$0.00	10.5	\$735.00			
	0	\$0.00	49.75	\$3,482.50			\$3,482.50

2283330 63010							
Abandoned Vehicles							
1/4-1/10/15	0	\$0.00	11.75	\$822.50			
1/11-1/17/15	0	\$0.00	4.25	\$297.50			
1/18-1/24/15	0	\$0.00	8.25	\$577.50			
1/25-1/31/15	0	\$0.00	8	\$560.00			
	0	\$0.00	32.25	\$2,257.50			\$2,257.50
	142	\$12,780.00					

1005140 63026							
Measure C							
1/4-1/10/15			12.75	\$892.50			
1/11-1/17/15			14.75	\$1,032.50			
1/18-1/24/15			14	\$980.00			
1/25-1/31/15			13.5	\$945.00			
			55	\$3,850.00			\$3,850.00
			137				\$33,010.00

CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V06460	INTERWEST CONSULTING GROUP INC	04/03/15	355906

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
21162	03/19/15	P150277	CONSULTING SERVICES	22,970.00	0.00	22,970.00
TOTAL						22,970.00

TOTAL 22,970.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007
(925) 779-7055

Bank of the West
2507 Somersville Road
Antioch, CA 94509

90-78
1211

DATE	CHECK NO.	AMOUNT
04/03/15	355906	\$*****22,970.00

VOID AFTER 120 DAYS

PAY EXACTLY TWENTY TWO Thousand NINE Hundred SEVENTY Dollars
and ZERO Cents

TO THE ORDER OF INTERWEST CONSULTING GROUP INC
1613 SANTA CLARA DR STE 100
ROSEVILLE CA 95661

Donna Conley
AUTHORIZED SIGNATURE



⑈ 355906 ⑈ ⑆ 121100782⑆ 013775999⑈

Interwest Consulting Group Inc.

1613 Santa Clara Drive, Suite 100
 Roseville, CA 95661
 Tel. 916.781.6600

ENTERED

APR - 3 2015

Invoice Number: **21162**
 Invoice Date: **3/19/2015**

Bill To:
City of Antioch
 Community Development Department
 P.O. Box 5007
 Antioch, CA 94531

2125210 65578 \$21,417.50
 1005140 63010 \$ 765.00
 2265225 62245 \$ 332.50

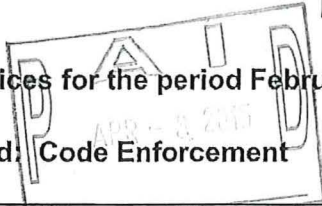
APPROVED

ACCOUNT #: 228 3330 63010 \$210.00
 PO #: 1005140 63026 \$ 245.00
 DESCRIPTION: Contract CLO - Feb
 DATE: 3/21/15
 SIGNATURE:

Invoice Detail

Professional Services for the period February 1 through February 28, 2015

Services Rendered: Code Enforcement



Person	By	Title	Week Ending	Hours	Rate	Total
Mike Aguirre		Housing Inspector/Code Enforcement	2/6/2015	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre		Housing Inspector/Code Enforcement	2/13/2015	32 ✓	\$90.00	\$ 2,880.00
Mike Aguirre		Housing Inspector/Code Enforcement	2/20/2015	32 ✓	\$90.00	\$ 2,880.00
Mike Aguirre		Housing Inspector/Code Enforcement	2/27/2015	40 ✓	\$90.00	\$ 3,600.00
Andrew Shuck		Housing Inspector/Code Enforcement	2/6/2015	39 ✓	\$70.00	\$ 2,730.00
Andrew Shuck		Housing Inspector/Code Enforcement	2/13/2015	32 ✓	\$70.00	\$ 2,240.00
Andrew Shuck		Housing Inspector/Code Enforcement	2/20/2015	32 ✓	\$70.00	\$ 2,240.00
Andrew Shuck		Housing Inspector/Code Enforcement	2/27/2015	40 ✓	\$70.00	\$ 2,800.00
		Total Hours of Work Performed:		287		

Invoice Total: \$ 22,970.00

Please remit to:
 Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
 Attention: Accounting
 Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED
 MAR 31 2015
 CITY OF ANTIOCH
 FINANCE DEPT.



Interwest Consulting Group Inc.
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Tel. 916.781.6600

Progress Bill No. 32
Invoice Number: 21162
Invoice Date: 3/19/2015

Bill To:
City of Antioch
Tammy Leach
Community Development Department
200 "H" Street
P.O. Box 5007
Antioch, CA 94531

Invoice Summary

Professional Services for the period February 1 through February 28, 2015

Services Rendered: Code Enforcement

Contract Billing Rate (as of 6/1/2013):	\$90/hr; \$70/hr
Total Hours of Work Performed to Date:	8027
Total Hours of Work Performed This Period:	287.0
Total Billed to Date: \$	676,560.00
Invoice Total: \$	22,970.00

Consultant Signature:

Renee Haynes

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

MAR 31 2015

CITY OF ANTIOCH
FINANCE DEPT.

February-15

	Mike		Andy		
2125210 65578					
CDBG					
2/1-2/7/15	40	\$3,600.00	39.00	\$2,730.00	
2/8-2/14/15	32	\$2,880.00	32.00	\$2,240.00	
2/15-2/21/15	26.5	\$2,385.00	32.00	\$2,240.00	
2/22-2/28/15	37	\$3,330.00	28.75	\$2,012.50	
	135.5	\$12,195.00	131.75	\$9,222.50	\$21,417.50

1005140 63010					
Code Enforcement					
2/1-2/7/15	0	\$0.00			
2/8-2/14/15	0	\$0.00			
2/15-2/21/15	5.5	\$495.00			
2/22-2/28/15	3	\$270.00			
	8.5	\$765.00			\$765.00

2265225 62245					
Garbage Abatement					
2/1-2/7/15	0	\$0.00			
2/8-2/14/15	0	\$0.00			
2/15-2/21/15	0	\$0.00			
2/22-2/28/15	0	\$0.00	4.75	\$332.50	
	0	\$0.00	4.75	\$332.50	\$332.50

2283330 63010					
Abandoned Vehicles					
2/1-2/7/15	0	\$0.00			
2/8-2/14/15	0	\$0.00			
2/15-2/21/15	0	\$0.00			
2/22-2/28/15	0	\$0.00	3.00	\$210.00	
	0	\$0.00	3.00	\$210.00	\$210.00
	144	\$12,960.00			

1005140 63026					
Measure C					
2/1-2/7/15					
2/8-2/14/15					
2/15-2/21/15					
2/22-2/28/15			3.5	\$245.00	
			3.5	\$245.00	\$245.00
			143.00	\$10,010.00	
					\$22,970.00

RECEIVED

MAR 8 1 2015

CITY OF ANTIOCH
FINANCE DEPT.

CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V06460	INTERWEST CONSULTING GROUP INC	06/19/15	357089

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
21622	04/23/15	P150277	PROFESSIONAL SERVICES	19,890.00	0.00	19,890.00

TOTAL 19,890.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007
(925) 779-7055

Bank of the West
2507 Somersville Road
Antioch, CA 94509

9078
1211

DATE	CHECK NO.	AMOUNT
06/19/15	357089	\$*****19,890.00

VOID AFTER 120 DAYS

PAY EXACTLY NINETEEN Thousand EIGHT Hundred NINETY Dollars and ZERO Cents

TO THE ORDER OF INTERWEST CONSULTING GROUP INC
1613 SANTA CLARA DR STE 100
ROSEVILLE CA 95661

Donna Conley
AUTHORIZED SIGNATURE



⑈ 357089⑈ ⑆ 121100782⑆ 013775999⑈

Interwest Consulting Group Inc.

1613 Santa Clara Drive, Suite 100
 Roseville, CA 95661
 Tel. 916.781.6600

ENTERED
 JUN 19 2015

Invoice Number: 21622
Invoice Date: 4/23/2015

Bill To:
City of Antioch
 Community Development Department
 P.O. Box 5007
 Antioch, CA 94531

APPROVED	
ACCOUNT #:	<u>See below for division</u>
PO #:	<u>P150277</u>
DESCRIPTION:	<u>Contract CEO</u>
DATE:	<u>5/6/15</u>
AUTHORIZED SIGNATURE:	<u>[Signature]</u>

PAID
 JUN 19 2015
 BY

Invoice Detail

Professional Services for the period March 1 through March 31, 2015

Services Rendered: Code Enforcement

- ✓ 2125210 65578 \$ 7920
- ✓ 2265225 62245 \$ 857.50
- ✓ 2283330 63010 \$ 315
- 1005140 63026 \$ 10797.50

Person	Title	Week Ending	Hours	Rate	Total
Mike Aguirre	Housing Inspector/Code Enforcement	3/13/2015	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Inspector/Code Enforcement	3/20/2015	32 ✓	\$90.00	\$ 2,880.00
Mike Aguirre	Housing Inspector/Code Enforcement	3/31/2015	16 ✓	\$90.00	\$ 1,440.00
Andrew Shuck	Housing Inspector/Code Enforcement	3/6/2015	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Inspector/Code Enforcement	3/13/2015	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Inspector/Code Enforcement	3/20/2015	35 ✓	\$70.00	\$ 2,450.00
Andrew Shuck	Housing Inspector/Code Enforcement	3/27/2015	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Inspector/Code Enforcement	3/31/2015	16 ✓	\$70.00	\$ 1,120.00
Total Hours of Work Performed:			259		

Invoice Total: \$ 19,890.00

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
 Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED
 JUN 17 2015
 CITY OF ANTIOCH
 FINANCE DEPT.

March-15

	Mike		Andy		
2125210 65578					
CDBG					
3/1-3/7/15	0	\$0.00	0.00	\$0.00	
3/8-3/14/15	40	\$3,600.00	0.00	\$0.00	
3/15-3/21/15	32	\$2,880.00	0.00	\$0.00	
3/22-3/28/15	0	\$0.00	0.00	\$0.00	
3/29-3/31/15	<u>16</u>	<u>\$1,440.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	88	\$7,920.00	0.00	\$0.00	\$7,920.00
1005140 63010					
Code Enforcement					
3/1-3/7/15	0	\$0.00	0.00	\$0.00	
3/8-3/14/15	0	\$0.00	0.00	\$0.00	
3/15-3/21/15	0	\$0.00	0.00	\$0.00	
3/22-3/28/15	0	\$0.00	0.00	\$0.00	
3/29-3/31/15	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	0	\$0.00	0.00	\$0.00	\$0.00
2265225 62245					
Garbage Abatement					
3/1-3/7/15	0	\$0.00	4.00	\$280.00	
3/8-3/14/15	0	\$0.00	0.50	\$35.00	
3/15-3/21/15	0	\$0.00	3.50	\$245.00	
3/22-3/28/15	0	\$0.00	4.00	\$280.00	
3/29-3/31/15	<u>0</u>	<u>\$0.00</u>	<u>0.25</u>	<u>\$17.50</u>	
	0	\$0.00	12.25	\$857.50	\$857.50
2283330 63010					
Abandoned Vehicles					
3/1-3/7/15	0	\$0.00	2.25	\$157.50	
3/8-3/14/15	0	\$0.00	0.00	\$0.00	
3/15-3/21/15	0	\$0.00	0.50	\$35.00	
3/22-3/28/15	0	\$0.00	1.50	\$105.00	
3/29-3/31/15	<u>0</u>	<u>\$0.00</u>	<u>0.25</u>	<u>\$17.50</u>	
	0	\$0.00	4.50	\$315.00	\$315.00
1005140 63026					
Measure C					
3/1-3/7/15	0	\$0.00	33.75	\$2,362.50	
3/8-3/14/15	0	\$0.00	39.5	\$2,765.00	
3/15-3/21/15	0	\$0.00	31	\$2,170.00	
3/22-3/28/15	0	\$0.00	34.5	\$2,415.00	
3/29-3/31/15	<u>0</u>	<u>\$0.00</u>	<u>15.5</u>	<u>\$1,085.00</u>	
	0	\$0.00	154.25	\$10,797.50	\$10,797.50
	88	\$7,920.00	171.00	\$11,970.00	
					\$19,890.00

RECEIVED

JUN 17 2015

CITY OF ANTIOCH
FIN. MGT. DEPT.



Interwest Consulting Group Inc.
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Tel. 916.781.6600

Progress Bill No. 33
Invoice Number: 21622
Invoice Date: 4/23/2015

Bill To:
City of Antioch
Tammy Leach
Community Development Department
200 "H" Street
P.O. Box 5007
Antioch, CA 94531

Invoice Summary

Professional Services for the period March 1 through March 31, 2015

Services Rendered: Code Enforcement

Contract Billing Rate (as of 6/1/2013):	\$90/hr; \$70/hr
Total Hours of Work Performed to Date:	8286
Total Hours of Work Performed This Period:	259.0
Total Billed to Date:	\$ 695,730.00
Invoice Total:	\$ 19,890.00

Consultant Signature: _____

A handwritten signature in cursive script, appearing to read 'Renee Haynes', is written over a horizontal line.

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

JUN 17 2015

CITY OF ANTIOCH
FINANCE DEPT.

CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V06460	INTERWEST CONSULTING GROUP INC	06/26/15	357215

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
21994	05/26/15	P150277	PROFESSIONAL SERVICES	26,600.00	0.00	26,600.00
22288	06/16/15	P150277	PROFESSIONAL SERVICES	14,690.00	0.00	14,690.00
TOTAL						41,290.00



CITY OF ANTIOCH
P.O. BOX 5007
ANTIOCH, CA 94531-5007
(925) 779-7055

Bank of the West
2507 Somersville Road
Antioch, CA 94509

90.78
1211

DATE	CHECK NO.	AMOUNT
06/26/15	357215	\$*****41,290.00

VOID AFTER 120 DAYS

PAY EXACTLY FORTY ONE Thousand TWO Hundred NINETY Dollars and ZERO Cents

TO THE ORDER OF INTERWEST CONSULTING GROUP INC
ATTN ACCOUNTING
PO BOX 18330
BOULDER CO 80308

Donna Conley
AUTHORIZED SIGNATURE



⑈ 357215 ⑆ 121100782 ⑆ 013775999 ⑆

Interwest Consulting Group Inc.

1613 Santa Clara Drive, Suite 100
 Roseville, CA 95661
 Tel. 916.781.6600

ENTERED

JUN 26 2015



Invoice Number: 21994
 Invoice Date: 5/26/2015

Bill To:
City of Antioch
 Community Development Department
 P.O. Box 5007
 Antioch, CA 94531

APPROVED

ACCOUNT #: see below for breakdowns
 PO #: P150277
 DESCRIPTION: contract CEO
 DATE: 6/17/15
 AUTHORIZED SIGNATURE: [Signature]

Invoice Detail

Professional Services for the period April 1 through April 30, 2015

1005140 63010 \$15120
 2265225 62245 \$ 8750
 228333063010 \$ 70
 1005140 63026 \$11322.50

Services Rendered: Code Enforcement

Person	Title	Week Ending	Hours	Rate	Total
Mike Aguirre	Housing Inspector/Code Enforcement	4/3/2015	24 ✓	\$90.00	\$ 2,160.00
Mike Aguirre	Housing Inspector/Code Enforcement	4/10/2015	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Inspector/Code Enforcement	4/17/2015	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Inspector/Code Enforcement	4/24/2015	34 ✓	\$90.00	\$ 3,060.00
Mike Aguirre	Housing Inspector/Code Enforcement	4/30/2015	30 ✓	\$90.00	\$ 2,700.00
Andrew Shuck	Housing Inspector/Code Enforcement	4/3/2015	24 ✓	\$70.00	\$ 1,680.00
Andrew Shuck	Housing Inspector/Code Enforcement	4/10/2015	40 ✓	\$70.00	\$ 2,800.00
Andrew Shuck	Housing Inspector/Code Enforcement	4/17/2015	32 ✓	\$70.00	\$ 2,240.00
Andrew Shuck	Housing Inspector/Code Enforcement	4/24/2015	38 ✓	\$70.00	\$ 2,660.00
Andrew Shuck	Housing Inspector/Code Enforcement	4/30/2015	30 ✓	\$70.00	\$ 2,100.00
Total Hours of Work Performed:			332		\$ -

Invoice Total: **\$ 26,600.00**

Please remit to:
 Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
 Attention: Accounting
 Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

JUN 22 2015

CITY OF ANTIOCH
 FINANCE DEPT.

April-15

	Mike		Andy		
2125210 65578					
CDBG					
4/1-4/4/15	0	\$0.00	0.00	\$0.00	
4/5-4/11/15	0	\$0.00	0.00	\$0.00	
4/12-4/18/15	0	\$0.00	0.00	\$0.00	
4/19-4/25/15	0	\$0.00	0.00	\$0.00	
4/26-4/30/15	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	0	\$0.00	0.00	\$0.00	\$0.00

1005140 63010

Code Enforcement

4/1-4/4/15	24	\$2,160.00	0.00	\$0.00	
4/5-4/11/15	40	\$3,600.00	0.00	\$0.00	
4/12-4/18/15	40	\$3,600.00	0.00	\$0.00	
4/19-4/25/15	34	\$3,060.00	0.00	\$0.00	
4/26-4/30/15	<u>30</u>	<u>\$2,700.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	168	\$15,120.00	0.00	\$0.00	\$15,120.00

2265225 62245

Garbage Abatement

4/1-4/4/15	0	\$0.00	0.00	\$0.00	
4/5-4/11/15	0	\$0.00	0.00	\$0.00	
4/12-4/18/15	0	\$0.00	0.50	\$35.00	
4/19-4/25/15	0	\$0.00	0.25	\$17.50	
4/26-4/30/15	<u>0</u>	<u>\$0.00</u>	<u>0.50</u>	<u>\$35.00</u>	
	0	\$0.00	1.25	\$87.50	\$87.50

2283330 63010

Abandoned Vehicles

4/1-4/4/15	0	\$0.00	0.00	\$0.00	
4/5-4/11/15	0	\$0.00	0.00	\$0.00	
4/12-4/18/15	0	\$0.00	0.50	\$35.00	
4/19-4/25/15	0	\$0.00	0.00	\$0.00	
4/26-4/30/15	<u>0</u>	<u>\$0.00</u>	<u>0.50</u>	<u>\$35.00</u>	
	0	\$0.00	1.00	\$70.00	\$70.00
	168	\$15,120.00			

1005140 63026

Measure C

4/1-4/4/15			24	\$1,680.00	
4/5-4/11/15			40	\$2,800.00	
4/12-4/18/15			31	\$2,170.00	
4/19-4/25/15			37.75	\$2,642.50	
4/26-4/30/15			<u>29</u>	<u>\$2,030.00</u>	
			161.75	\$11,322.50	\$11,322.50
			164.00	\$11,480.00	
					\$26,600.00



Interwest Consulting Group Inc.
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Tel. 916.781.6600

Progress Bill No. 34
Invoice Number: 21994
Invoice Date: 5/26/2015

Bill To:
City of Antioch
Tammy Leach
Community Development Department
200 "H" Street
P.O. Box 5007
Antioch, CA 94531

Invoice Summary

Professional Services for the period April 1 through April 30, 2015

Services Rendered: Code Enforcement

Contract Billing Rate (as of 6/1/2013):	\$90/hr; \$70/hr
Total Hours of Work Performed to Date:	8618
Total Hours of Work Performed This Period:	332.0
Total Billed to Date: \$	722,330.00
Invoice Total: \$	26,600.00

Consultant Signature: _____

Renee Haynes

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

Interwest Consulting Group Inc.

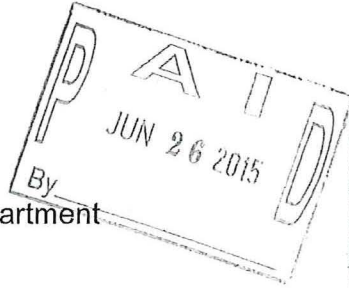
1613 Santa Clara Drive, Suite 100
 Roseville, CA 95661
 Tel. 916.781.6600

ENTERED

JUN 26 2015

Invoice Number: 22288
 Invoice Date: 6/16/2015

Bill To:
City of Antioch
 Community Development Department
 P.O. Box 5007
 Antioch, CA 94531



APPROVED	
ACCOUNT #:	<u>See below for breakdown</u>
PO #:	<u>P150277</u>
DESCRIPTION:	<u>Contracted</u>
DATE:	<u>6/23/15</u>
AUTHORIZED SIGNATURE:	

Invoice Detail

Professional Services for the period May 1 through May 31, 2015

1005140 63010 \$ 11,610 -
 2265225 62245 \$ 70 -
 2283330 63010 \$ 35 -
 1005140 63026 \$ 2,975 -

Services Rendered: Code Enforcement

Person	Title	Week Ending	Hours	Rate	Total
Mike Aguirre	Housing Inspector/Code Enforcement	5/1/2015	6 ✓	\$90.00	\$ 540.00
Mike Aguirre	Housing Inspector/Code Enforcement	5/8/2015	37 ✓	\$90.00	\$ 3,330.00
Mike Aguirre	Housing Inspector/Code Enforcement	5/15/2015	40 ✓	\$90.00	\$ 3,600.00
Mike Aguirre	Housing Inspector/Code Enforcement	5/22/2015	22 ✓	\$90.00	\$ 1,980.00
Mike Aguirre	Housing Inspector/Code Enforcement	5/29/2015	24 ✓	\$90.00	\$ 2,160.00
Andrew Shuck	Housing Inspector/Code Enforcement	5/1/2015	4 ✓	\$70.00	\$ 280.00
Andrew Shuck	Housing Inspector/Code Enforcement	5/8/2015	24 ✓	\$70.00	\$ 1,680.00
Andrew Shuck	Housing Inspector/Code Enforcement	5/15/2015	16 ✓	\$70.00	\$ 1,120.00
Total Hours of Work Performed:			173		\$ -

Invoice Total: **\$ 14,690.00**

Please remit to:
 Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
 Attention: Accounting
 Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

JUN 23 2015

CITY OF ANTIOCH
 FINANCE DEPT.

May-15

	Mike		Andy		
2125210 65578					
CDBG					
5/1/2015	0	\$0.00	0.00	\$0.00	
5/3-5/9/15	0	\$0.00	0.00	\$0.00	
5/10-5/16/15	0	\$0.00	0.00	\$0.00	
5/17-5/23/15	0	\$0.00	0.00	\$0.00	
5/24-5/30/15	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	0	\$0.00	0.00	\$0.00	\$0.00

1005140 63010
Code Enforcement

5/1/2015	6	\$540.00	0.00	\$0.00	
5/3-5/9/15	37	\$3,330.00	0.00	\$0.00	
5/10-5/16/15	40	\$3,600.00	0.00	\$0.00	
5/17-5/23/15	22	\$1,980.00	0.00	\$0.00	
5/24-5/30/15	<u>24</u>	<u>\$2,160.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	129	\$11,610.00	0.00	\$0.00	\$11,610.00

2265225 62245
Garbage Abatement

5/1/2015	0	\$0.00	0.00	\$0.00	
5/3-5/9/15	0	\$0.00	0.50	\$35.00	
5/10-5/16/15	0	\$0.00	0.50	\$35.00	
5/17-5/23/15	0	\$0.00	0.00	\$0.00	
5/24-5/30/15	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	0	\$0.00	1.00	\$70.00	\$70.00

2283330 63010
Abandoned Vehicles

5/1/2015	0	\$0.00	0.00	\$0.00	
5/3-5/9/15	0	\$0.00	0.00	\$0.00	
5/10-5/16/15	0	\$0.00	0.50	\$35.00	
5/17-5/23/15	0	\$0.00	0.00	\$0.00	
5/24-5/30/15	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>	<u>\$0.00</u>	
	0	\$0.00	0.50	\$35.00	\$35.00
	129	\$11,610.00			

1005140 63026
Measure C

5/1/2015	4	\$280.00			
5/3-5/9/15	23.5	\$1,645.00			
5/10-5/16/15	15	\$1,050.00			
5/17-5/23/15	0	\$0.00			
5/24-5/30/15	<u>0</u>	<u>\$0.00</u>			
	42.5	\$2,975.00		\$2,975.00	
	44.00	\$3,080.00			
					\$14,690.00

\$35.00
RECEIVED

JUN 23 2015

CITY OF ANTIOCH
FINANCE DEPT.



Interwest Consulting Group Inc.

1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Tel. 916.781.6600

Progress Bill No. 35
Invoice Number: 22288
Invoice Date: 6/16/2015

Bill To:
City of Antioch
Tammy Leach
Community Development Department
200 "H" Street
P.O. Box 5007
Antioch, CA 94531

Invoice Summary

Professional Services for the period May 1 through May 31, 2015

Services Rendered: Code Enforcement

Contract Billing Rate (as of 6/1/2013):	\$90/hr; \$70/hr
Total Hours of Work Performed to Date:	8791
Total Hours of Work Performed This Period:	173.0
Total Billed to Date: \$	737,020.00
Invoice Total: \$	14,690.00

Consultant Signature: *Renee Haynes*

Please remit to:
Interwest Consulting Group, P.O. Box 18330, Boulder CO 80308
Attention: Accounting
Direct invoice questions to Renee Haynes @ 970-460-1092

RECEIVED

JUN 23 2015

CITY OF ANTIOCH
FINANCE DEPT.

CITY OF ANTIOCH
 P.O. BOX 5007
 ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V01261	HEWLETT PACKARD COMPANY	06/12/15	356986

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
55896124	05/14/15	P150456	COMPUTER EQUIPEMENT	805.91	0.00	805.91
55897166	05/14/15	P150458	COMPUTER EQUIPMENT	1,622.93	0.00	1,622.93
TOTAL						2,428.84



CITY OF ANTIOCH
 P.O. BOX 5007
 ANTIOCH, CA 94531-5007
 (925) 779-7055

Bank of the West
 2507 Somersville Road
 Antioch, CA 94509

9078
 1211

DATE	CHECK NO.	AMOUNT
06/12/15	356986	\$*****2,428.84

VOID AFTER 120 DAYS

PAY EXACTLY TWO Thousand FOUR Hundred TWENTY EIGHT Dollars and EIGHTY FOUR Cents

TO THE ORDER OF HEWLETT PACKARD COMPANY
 P O BOX 742881
 LOS ANGELES CA 90074-2881

Donna Conley
 AUTHORIZED SIGNATURE



⑈ 356986 ⑈ 1211007821 ⑈ 013775999⑈

Invoice #	Invoice Reference	Invoice Date
55896124	36263159 -002	5/14/15
Ship Date	Due Date	Total Amount (USD)
5/14/15	6/13/15	805.91

Remit Payment to:
HEWLETT-PACKARD COMPANY
P.O. Box 742881
Los Angeles, CA 90074-2881
D-U-N-S: 00-912-2532
FED ID#: 94-1081436



Purchase Order #	Customer Number	Contract Name			Contract Number	
P150456	G38623	CA - STATE OF CALIFORNIA (WSCA/NASPO)			B27164-CA	
CR / DR Authorization #	Payment Terms	Sales Order #	Order Date	Carrier	Freight Terms	Page
	NET 30 DAYS GOV	36263159	5/07/15	RPS	FOB Destination	1 of 1

Bill to:

4.1.904 1 MB 0.432 58416S11.ps 1 of 2 g HPV



CITY OF ANTIOCH FINANCE
PO BOX 5007
ANTIOCH CA 94531-5007

Ship to:

CITY OF ANTIOCH
P150456
1307 WEST FOURTH ST
ANTIOCH CA 94509

APPROVED
ACCOUNT # 1005 140 63026
CDD
SIGNATURE: [Signature]

MAINTANCE SERVICES STORES

ENTERED

JUN 12 2015

Line Number	Order Quantity	Backorder Quantity	Shipped Quantity	Product #	Product Description	Unit Price (USD)	Extended Price (USD)
001	1		1	C8N26AV	WARNING: This product contains a chemical known to the State of California to cause cancer. HP EliteDesk 800 G1 SFF SER #: MXL5192D78	155.00	155.00
002	1		1	C7T53AV#ABA	Windows 7 Professional 32bit OS US	105.00	105.00
003	1		1	C8N14AV	HP EliteDesk 800 SFF Platinum Chassis	48.00	48.00
004	1		1	G9Z48AV	Intel Core i5-4590 3.3G 6M HD 4600 CP	166.00	166.00
005	1		1	C8G40AV	8GB DDR3-1600 DIMM 2x4GB RAM	65.00	65.00
006	1		1	C8M98AV	500GB 7200 RPM 3.5 HDD	40.00	40.00
007	1		1	C8N65AV	Slim SuperMulti ODD	17.00	17.00
008	1		1	E0N04AV#ABA	HP USB Keyboard - Win US	7.00	7.00
009	1		1	C8N39AV	HP USB Mouse	3.00	3.00
010	1		1	C8N61AV	Single Unit SFF Packaging	4.00	4.00
011	1		1	C8N24AV#ABA	HP EliteDesk 800 Country Kit US	1.00	1.00
012	1		1	C8M86AV#ABA	3/3/3 SFF Warranty US	60.72	60.72
013	1		1	U7899E	HP 5y NextBusDay Onsite DT Only HW Su SER #: XB5TX4HC8Y72 care pack send and register to BABEJUELA@CI.ANTIOCH.CA.US Track#: 3945093301561839305306	79.20	79.20
						SALES TAX	54.99
						TOTAL USD	805.91

RECEIVED
MAY 19 2015
CITY OF ANTIOCH
FINANCE DEPT.

RECEIVED
MAY 27 2015
CITY OF ANTIOCH
FINANCE DEPT.

INQUIRIES TO:
(800)727-2472

TERMS: Payment terms are NET 30. The sale and delivery of the product and/or service listed on this invoice are subject to Hewlett-Packard Company's standard sales terms and conditions in effect at the time the product or service is ordered. Any variance from those terms and conditions will be effective only if agreed to in writing by Hewlett-Packard prior to the time the product or service is ordered.

PRICES: All orders will be billed at prices in effect at the time of the shipment.

RETURNS & REFUNDS: Exchange or returns must be requested within 30 days of receipt of your shipment. All returns require prior approval and a return authorization number (RMA). REFUNDS authorized returns or returns without a RMA number may be refused. Opened software and any purchases subject to abuse are not eligible for return. Freight charges are non-refundable. After receipt and inspection of returned merchandise, credit will be issued.

CLAIMS: Claims for shortages, damages and invoice discrepancies must be made within 30 days of receipt. In case of shipping damage, please keep all packaging materials and damaged merchandise in the original outside shipping carton. We will file a claim with the carrier and replace the item at no cost to you.
PER FAR NO 52 232-25, IN CASE OF DEFECTIVE INVOICE PLEASE NOTIFY THE FOLLOWING: Hewlett-Packard Company, Attn: GEM Customer Service, 10810 Farnam Drive, Omaha, NE 68154
Phone: 1-800-727-2472

HPVG1G: HP encourages customers to recycle used electronic hardware, HP original print cartridges, and rechargeable batteries. For more information about recycling programs, go to www.hp.com/recycle.


ATTACHMENT C – REPORT BY THE CHIEF OF POLICE

ANTIOCH
California



ALLAN CANTANDO
Chief of Police

CITY COUNCIL REPORT



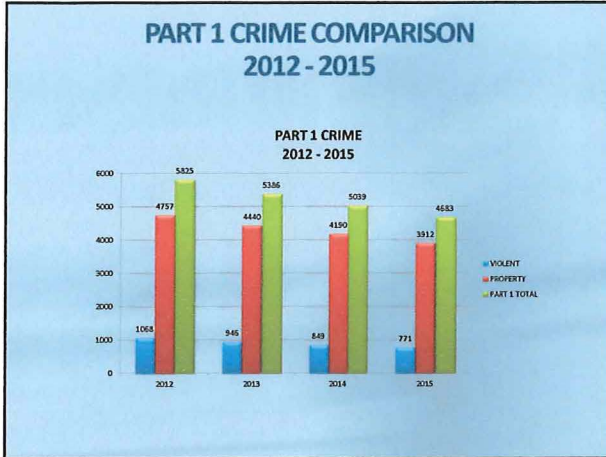
2015

PART 1 CRIME

**PART 1 CRIME STATISTICS
2014 vs. 2015**

	2014 Total	2015 Total	#Change 2014 - 2015	%Change 2014 - 2015
*HOMICIDE	9	7	-2	-22.2%
RAPE	54	53	-1	-1.9%
ROBBERY	320	280	-40	-12.5%
AGGRAVATED ASSAULT	466	431	-35	-7.5%
TOTAL VIOLENT CRIME	849	771	-78	-9.2%
BURGLARY	1317	862	-455	-34.5%
THEFT	1850	2026	176	9.5%
AUTO THEFT	1023	1024	1	0.1%
TOTAL PROPERTY CRIME	4190	3912	-278	-6.6%
TOTAL PART 1 CRIME	5039	4683	-356	-7.1%
ARSON	43	36	-7	-16.3%
ADULT ARRESTS	3583	4320	737	20.6%
JUVENILE ARRESTS	719	637	-82	-11.4%
TOTAL ARRESTS	4302	4957	655	15.2%

*Murder & Nonnegligent Manslaughter as reported in FBI UCR tables



UCR REPORTED PART 1 CRIME / CLEARANCES 2011 - 2015

	2011	2012	2013	2014	2015	2014 Nat'l Clearance Rate
HOMICIDE	5	10	12	9	7	
CLEARANCE	6	6	6	5	8	
Clearance Rate	120%	60%	50%	50%	114%	63.7%
RAPE	21	29	25	25	53	
CLEARANCE	11	12	9	23	16	
Clearance Rate	52%	41%	36%	39%	30%	35.3%
ROBBERY	290	372	352	320	280	
CLEARANCE	88	109	92	81	74	
Clearance Rate	30%	29%	26%	25%	26%	29.1%
AGR ASSAULT	502	657	557	466	431	
CLEARANCE	257	305	267	218	220	
Clearance Rate	51%	46%	48%	47%	51%	53.5%
BURGLARY	1,335	1741	1351	1317	862	
CLEARANCE	98	117	95	63	65	
Clearance Rate	7%	7%	7%	5%	8%	12.3%
THEFT	1,571	1920	1872	1850	2028	
CLEARANCE	368	361	251	241	220	
Clearance Rate	23%	19%	13%	13%	11%	21.4%
MYTHEFT	967	1094	1127	1023	1024	
CLEARANCE	103	112	129	131	129	
Clearance Rate	11%	10%	11%	13%	13%	11.1%
ARSON	56	51	61	43	36	
CLEARANCE	7	4	6	8	6	
Clearance Rate	13%	8%	10%	19%	17%	23.1%

*http://www.fbi.gov/ohid/ucj/vcr/crime-in-the-u.s.-2014/table.html#table-13 Crime [10/30/2015 2:41:30PM]

BUREAU OF SUPPORT SERVICES

VOLUNTEER PROGRAM 2015

- APD Volunteers have worked a total of **11,093.32** hours
 - Field Services 8779.60
 - Investigations 232.58
 - Professional Standards 13.39
 - Records 2067.75
- The value of the work provided is: ***\$258,363.42**
- Decoy Patrol Car Program is functioning 6 days a week.

* Based on \$23.29 an hour

ANIMAL SERVICES KENNEL STATISTICS 2015

INTAKES					OUTCOMES				
	CAT	DOG	OTHER	TOTAL		CAT	DOG	OTHER	TOTAL
TOTAL	1583	1864	188	3635	ADOPTION	489	544	24	1,057
					EUTH	272	348	11	631
					FOSTER	159	100	3	262
					RESCUE	387	427	30	844
					RTD	14	397	1	412
					OTHER	278	113	115	506
					TOTAL	1599	1929	184	3712

Animals on hand on Dec 31, 2015 – 150

Animal Control Calls for Service – 2,674

2015

58 Volunteers worked 3,446 Hours

*Value of work provided: **\$80,257.34**

* Based on \$23.29 an hour

SPECIAL OPERATIONS UNIT 2015

# Arrests	105
Consensual Contacts	5
Search Warrants	29
Probation/Parole Searches	28
PRCS	37
Guns Seized	23
Marijuana Grows	7
Marijuana (Plants) Seized	4107
Marijuana (Processed) Seized	2328.9 g
Meth Seized	3190.8g
Cocaine Seized	3378.9g
Heroin Seized	157.7g
Ecstasy Seized	158
Prescription Drugs (grams)	35

FUGITIVE APPREHENSION 2015

TOTAL OPERATIONS: 14

Cases Involved: 14

Arrests: 14

Charges:

- 4 – PC 187
- 1 – PC 206, PC 209
- 1 – PC 211
- 1 – PC 245(a)(2)
- 1 – PC 503
- 1 – PC 11379
- 1 – PC 182 / AB109 VIOLATION
- 1 – Parolee at Large
- 3 – Warrant

SPECIALIZED UNITS INVESTIGATION CALL-OUTS 2015

#CALL-OUTS – 14

- 7 – Homicide
- 4 – Protocol
- 2 – Robbery/Kidnap/Hostage
- 1 – Suspicious Death/Accidental

SWAT CALL-OUTS 2015

TOTAL OPERATIONS: 5

- 1 – Hostage Rescue
- 1 – Search Warrant (High Risk Residential)
- 3 – Search Warrants (Outside Assist)

BUREAU OF FIELD SERVICES

CALLS FOR SERVICE 2014 vs. 2015

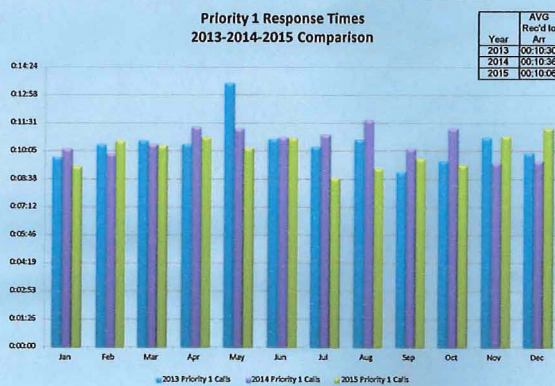
PRIORITY	2014	2015	%CHANGE
1	8,319	8,124	-2.3%
2	38,181	39,116	2.4%
3	26,496	28,649	8.1%
4	4,772	4,740	-0.7%
5	2,639	2,888	9.4%
TOTALS	80,407	83,517	3.9%

HOW REC'D	2014	2015	%CHANGE
OFFICER ON-VIEW	9801	12648	29.0%
PHONE	70241	70316	0.1%
*OTHER	365	553	51.5%
TOTALS	80407	83517	3.9%

*Calls For Service which usually are reported at the Station, via teletype or other non-typical means.

CALL RECEIVED to OFFICER ARRIVED

Priority 1 Response Times
2013-2014-2015 Comparison



**TRAFFIC STATISTICS
2014 vs. 2015**

TRAFFIC CALLS FOR SERVICE			
CLOSE CLASS	2014	2015	%CHANGE
ACCIDENT – NO INJURY	1,274	1,239	-2.7%
ACCIDENT – WITH INJURY	251	288	14.7%
DUI - MISDEMEANOR	197	203	3.0%
OTHERS	38	78	105.3%
DUI - FELONY	6	6	0.0%
TOTAL	1,766	1,814	2.7%

	2014	2015	%CHANGE
TRAFFIC FATALITIES	3	6	100.0%

**K-9 PROGRAM
2015**

- 425 Deployments
- 139 Arrests
- 21 Physical Apprehensions
- 2 Demonstrations

The Antioch Police Department currently has 5 certified working teams.

Officer Ramirez was recently selected as our sixth K9 handler. He and his K9 partner will attend the basic handler's school once the K9 is purchased.

**RESERVES
2015**

- 3 Reserve officers participated in Field Services functions, Special Events, Vehicle Abatement, Homeless Encampment issues, High School Graduation traffic control and Special Details.
- They worked a total of 1310 hours in 2015.

**CRIME SUPPRESSION DETAILS
2015**

# OPERATIONS	71
# CASES Involved	253
# ARRESTED	323
# GUNS SEIZED	17
# Enforcement Contacts	1476
# Citations	308

*Numbers are based upon current data entered at time of report generation.

CURRENT STAFFING LEVELS

- ### STAFFING
- 102 Authorized Sworn positions including the Chief
 - 92 Full-time positions are filled.
 - 1 Per-Diem Command Staff
 - 2 Recruits in the academy are set to graduate March 18, 2016.
 - 4 Recruits began the academy on January 11, 2016.

- ### RECRUITMENTS AND HIRING
- 1 Lateral is in pre-background paperwork process.
 - 5 Entry level applicants are in pre-background paperwork process.
 - Police recruitments remain open.
 - CSO applications are being processed for the 5 open positions.

SWORN POLICE OFFICER STAFFING 11/01/2013 – 01/05/2016

	Number of Hires	Separations			Total Number of Separations	Net Change in Staffing Levels
		Retirements	Resignations	Terminations		
Sworn Police	33	14	6	4	24	9

- There are 2 Police Trainees who are scheduled to graduate the Academy on 03/18/2016.
 - There are 4 Police Trainees who began the Academy on 01/11/2016.

Data provided by City of Antioch Human Resources Department

POLICE DEPARTMENT RECRUITMENT 2015

TYPE OF RECRUITMENT	NUMBER OF APPLICANTS	INVITED TO ORAL BOARDS	PLACED ON ELIGIBILITY LIST
Lateral	44	14	10
Academy Graduate/Student*	220	39	18
Police Trainee *	1130	154	66
TOTAL	1216	185	79

* Two additional group of applicants applied in the time frame listed, but are still completing the process and are not included in the numbers above.

Data provided by City of Ansoch Human Resources Department

NEW DEVELOPMENTS

PROMOTIONS



NEW HIRES



CANDY GIVE-AWAY



HOLIDAY FOOD DRIVE



2015 CITIZENS ACADEMY



2016 CITIZENS ACADEMY



COMING MARCH 16, 2016



Questions?



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: City Council Meeting Minutes of March 8, 2016

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of March 8, 2016 to the next meeting.

STRATEGIC PURPOSE

N/A

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF ANTIOCH
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100 General Fund

Non Departmental

361333 DELTA DENTAL	PAYROLL DEDUCTIONS	464.60
361451 VIVINT SOLAR DEVELOPER LLC	CBSC FEE REFUND	12.53
361488 ELEMENT POWER SYSTEMS INC	CBSC FEE REFUND	2.60
361527 UNITED STATES POSTAL SERVICE	POSTAGE POC 95932758	11,000.00
361542 SCALIA, TIFFANY	DEPOSIT REFUND	2,000.00

City Council

361518 RICKS ON SECOND	MEETING EXPENSE	106.70
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City Attorney

361310 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	1,738.50
361327 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	20,468.16
361541 WESTAMERICA BANK	COPIER LEASE	78.95

City Manager

361311 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	426.00
361479 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	429.00
361541 WESTAMERICA BANK	COPIER LEASE	78.95

City Clerk

361302 BAY AREA NEWS GROUP	LEGAL AD	590.40
361487 EIDEN, KITTY J	MINUTES CLERK	1,022.00
361541 WESTAMERICA BANK	COPIER LEASE	78.95

City Treasurer

361407 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,414.49
361491 GARDA CL WEST INC	ARMORED CAR PICK UP	246.66

Human Resources

361300 EMPLOYEE	EXPENSE REIMBURSEMENT	64.71
361301 BAGEL STREET CAFE	MEETING EXPENSE	595.58
361348 FEDEX	SHIPPING	21.75
361356 GOVERNMENTJOBS.COM INC	PROFESSIONAL SERVICES	1,250.00
361384 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361393 EMPLOYEE	EDUCATIONAL INCENTIVE	349.24
361487 EIDEN, KITTY J	MINUTES CLERK	1,836.00
361541 WESTAMERICA BANK	COPIER LEASE	250.02

Economic Development

361307 BRENTWOOD PRESS AND PUBLISHING INC	SUBSCRIPTION	1,329.50
361396 MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	2,443.28
361473 BAY ALARM COMPANY	MONITORING	746.73
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	218.92
361541 WESTAMERICA BANK	COPIER LEASE	78.95

Finance Administration

361348 FEDEX	SHIPPING	25.46
361471 BANK OF AMERICA	GAAFR REVIEW NEWSLETTER	85.16
361541 WESTAMERICA BANK	COPIER LEASE	250.02

Finance Accounting

361299 AT AND T MCI	BITECH PHONE LINE	504.19
361302 BAY AREA NEWS GROUP	LEGAL AD	396.00

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926351 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	20,573.58
926378 CLINE, CAROL	EXPENSE REIMBURSEMENT	3,310.43
926384 SUNGARD PUBLIC SECTOR INC	TRAINING EXPENSE	427.20
Finance Operations		
361443 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
361471 BANK OF AMERICA	CONFERENCE-VIART	1,246.15
361541 WESTAMERICA BANK	COPIER LEASE	350.36
Non Departmental		
204627 ROMAN CATHOLIC CEMETERIES HOLY CROSS	BUS LIC APP FEE REFUND	30.00
204629 AVIONSKEKARTECOM	BUS LIC FEE REFUND	64.00
204630 OWENS AND MINOR DISTRIBUTION INC	STICKER FEE REFUND	5.00
361379 LEAGUE OF CALIF CITIES	MEMBER DUES	26,825.76
361515 PERS	PAYROLL DEDUCTIONS	487.08
361516 PERS	PAYROLL DEDUCTIONS	1,241.81
926282 RETIREE	MEDICAL AFTER RETIREMENT	1,685.66
Public Works Maintenance Administration		
361541 WESTAMERICA BANK	COPIER LEASE	22.50
Public Works General Maintenance Services		
361490 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
361541 WESTAMERICA BANK	COPIER LEASE	60.00
Public Works Street Maintenance		
361288 ACE HARDWARE, ANTIOCH	SUPPLIES	83.90
361333 DELTA DENTAL	PAYROLL DEDUCTIONS	132.96
361408 PERS	PAYROLL DEDUCTIONS	277.34
361435 TARGET SPECIALTY PRODUCTS	CHEMICALS	4,408.48
361448 VERIZON WIRELESS	DATA USAGE	38.01
361466 ANTIOCH BUILDING MATERIALS	ASPHALT	584.96
361529 OFFICE MAX INC	OFFICE SUPPLIES	105.55
Public Works-Signal/Street Lights		
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,129.37
926288 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	12,795.55
926382 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	9,836.06
Public Works-Striping/Signing		
361342 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	80.82
361385 MANERI SIGN COMPANY	SIGNS	2,015.02
361429 SHERWIN WILLIAMS CO	PAINT	555.14
361448 VERIZON WIRELESS	DATA USAGE	38.01
361465 ANTIOCH AUTO PARTS	SUPPLIES	148.64
361498 INTERSTATE SALES	SUPPLIES	773.90
361519 RIGEL PRODUCTS AND SERVICE	SUPPLIES	478.99
926270 GRAINGER INC	BINDERS	207.71
Public Works-Facilities Maintenance		
361288 ACE HARDWARE, ANTIOCH	SUPPLIES	11.36
361340 DREAM RIDE ELEVATOR	CITY HALL ELEVATOR	43,160.00
361448 VERIZON WIRELESS	DATA USAGE	38.01
361458 ACE HARDWARE, ANTIOCH	SUPPLIES	23.01

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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361460 AMERICAN PLUMBING INC	PLUMBING SERVICES	155.00
361482 CHAVEZ ROOFING	DOWNSPOUT REPAIR	160.00
361509 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
361511 PACIFIC GAS AND ELECTRIC CO	GAS	10,627.34
Public Works-Parks Maint		
361335 DELTA FENCE CO	FENCE REPAIR	1,534.00
361390 MIRACLE PLAY SYSTEMS INC	EQUIPMENT REPAIR	830.72
361397 MYERS CONTAINER LLC	CONTAINER	4,323.73
361456 WESCO RECEIVABLES CORP	SUPPLIES	7,063.20
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	696.21
361520 ROBERTSON INDUSTRIES INC	SURFACE SEALANT	3,597.00
361530 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	9,423.55
361540 WESCO RECEIVABLES CORP	SUPPLIES	7,063.20
926288 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,233.77
926382 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	423.28
Public Works-Median/General Land		
361288 ACE HARDWARE, ANTIOCH	PVC FITTINGS	92.96
361335 DELTA FENCE CO	FENCE REPAIR	396.00
361433 STEWARTS TREE SERVICE INC	TREE SERVICES	950.00
361458 ACE HARDWARE, ANTIOCH	SUPPLIES	13.04
361494 HORIZON	IRRIGATION PARTS	242.67
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,453.83
361534 STEWARTS TREE SERVICE INC	TREE SERVICES	1,350.00
Police Administration		
361308 BROWNELLS INC	SUPPLIES	508.37
361320 CONCORD UNIFORMS LLC	EQUIPMENT	389.68
361326 COSTCO	BUSINESS EXPENSE	3,436.29
361378 LC ACTION POLICE SUPPLY	TOOLS	1,263.98
361398 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	173.13
361401 OFFICE MAX INC	OFFICE SUPPLIES	488.21
361411 PVP COMMUNICATIONS INC	MOTORCYCLE HELMET	8,366.12
361412 QUALIFICATION TARGETS	SUPPLIES	105.47
361426 SAN DIEGO POLICE EQUIPMENT CO	SUPPLIES	3,350.96
361487 EIDEN, KITTY J	MINUTES CLERK	126.00
361507 NEXTEL SPRINT	CELL PHONE EQUIPMENT	314.52
361541 WESTAMERICA BANK	COPIER LEASE	1,642.05
926289 IMAGE SALES INC	BADGES	94.17
926311 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	107.43
926383 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	107.43
Police Prisoner Custody		
361541 WESTAMERICA BANK	COPIER LEASE	151.33
Police Community Policing		
204545 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	27.50
204550 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	43.20
361319 COMMERCIAL SUPPORT SERVICES	CAR WASHES	629.50
361332 DELTA ANIMAL CLINIC	VETERINARY SERVICES	47.00

Prepared by: Georgina Meek
 Finance Accounting

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361341 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	93.68
361355 GEIS, RYAN A	MILEAGE REIMBURSEMENT	43.20
361364 HUNT AND SONS INC	FUEL	167.09
361375 KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	6,000.00
361392 MOORE K9 SERVICES	K9 TRAINING	800.00
361400 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	693.00
361487 EIDEN, KITTY J	MINUTES CLERK	168.00
361507 NEXTEL SPRINT	CELL PHONE EQUIPMENT	156.48
361516 PERS	PAYROLL DEDUCTIONS	969.97
Police Investigations		
204545 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	72.25
204550 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	52.50
361305 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	11.61
361315 CHANG, THEODORE	EXPENSE REIMBURSEMENT	27.24
361408 PERS	PAYROLL DEDUCTIONS	28.03
361409 PERS	PAYROLL DEDUCTIONS	28.03
361507 NEXTEL SPRINT	CELL PHONE EQUIPMENT	625.92
361541 WESTAMERICA BANK	COPIER LEASE	607.78
Police Special Operations Unit		
361438 TOYOTA FINANCIAL SERVICES	2015 TOYOTA SIENNA	1,701.47
Police Communications		
361290 ADAMSON POLICE PRODUCTS	ACCESSORIES	5,454.59
361294 AMERICAN TOWER CORPORATION	CELL TOWER FEE	128.78
361346 EVANS CONSOLES INC	DISPATCH CONSOLE	114,722.17
361416 RED CLOUD INC	MOBILE RADIO INSTALLATION	32,263.39
361428 SEN COMMUNICATIONS INC	HEADSETS	265.09
361450 VERIZON WIRELESS	MODEMS	1,786.47
361468 AT AND T MCI	PHONE	655.27
361484 COMCAST	CONNECTION SERVICES	346.67
361516 PERS	PAYROLL DEDUCTIONS	125.00
926248 COMPUTERLAND	COMPUTER SUPPLIES	915.72
Office Of Emergency Management		
361321 CONTRA COSTA CAER GROUP INC	MEMBER DUES	550.00
Police Community Volunteers		
361373 KILBOURNE AND KILBOURNE	SERVICE PINS	63.75
361487 EIDEN, KITTY J	MINUTES CLERK	126.00
Police Facilities Maintenance		
361340 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	80.00
361433 STEWARTS TREE SERVICE INC	TREE SERVICES	1,350.00
361441 TURMAN COMMERCIAL PAINTERS	PAINTING	4,905.00
361507 NEXTEL SPRINT	CELL PHONE	3,156.63
361511 PACIFIC GAS AND ELECTRIC CO	GAS	12,495.32
926270 GRAINGER INC	SUPPLIES	1,181.73
926288 ICR ELECTRICAL CONTRACTORS	SENSOR SWITCH	160.61
Community Development Administration		
361541 WESTAMERICA BANK	COPIER LEASE	227.38

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 Finance Accounting
 3/17/2016

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Community Development Land Planning Services

204628 LANE, NATHAN	HOUF FEE REFUND	19.63
361302 BAY AREA NEWS GROUP	LEGAL AD	514.80
361510 OSHINSKY, MITCHELL H	MILEAGE REIMBURSEMENT	18.36
361531 RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	5,580.34

CD Code Enforcement

204450 CONTRA COSTA COUNTY	LIEN RELEASE FEES	84.00
361459 ALLIED WASTE SERVICES	GARBAGE ABATEMENT	165.54
361485 CONTRA COSTA COUNTY	RECORDING FEES	395.00
361500 K2GC	ABATEMENT SERVICES	503.02
361514 PRINT CLUB	FORMS	921.05
361541 WESTAMERICA BANK	COPIER LEASE	175.26

PW Engineer Land Development

361333 DELTA DENTAL	PAYROLL DEDUCTIONS	132.96
361449 VERIZON WIRELESS	DATA USAGE	76.02
361516 PERS	PAYROLL DEDUCTIONS	1,367.94
361541 WESTAMERICA BANK	COPIER LEASE	686.14

Community Development Building Inspection

361451 VIVINT SOLAR DEVELOPER LLC	INSPECTION FEE REFUND	237.10
361488 ELEMENT POWER SYSTEMS INC	BLDG PERMIT FEE REFUND	210.10
361529 OFFICE MAX INC	OFFICE SUPPLIES	131.25

Capital Imp. Administration

361449 VERIZON WIRELESS	DATA USAGE	38.01
361541 WESTAMERICA BANK	COPIER LEASE	108.50

Community Development Engineering Services

361541 WESTAMERICA BANK	COPIER LEASE	105.31
926270 GRAINGER INC	SUPPLIES	31.70

212 CDBG Fund

CDBG

361499 INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	5,040.00
361523 SENIOR OUTREACH SERVICES	CDBG SERVICES	6,104.00

213 Gas Tax Fund

Streets

361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	27,801.70
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214 Animal Control Fund

Non Departmental

361351 FIX OUR FERALS	VETERINARY SERVICES	1,170.00
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Animal Control

361344 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	3,331.40
361362 HILLS PET NUTRITION	ANIMAL FOOD	970.84
361464 ANIMAL SUPPLY LOGISTICS	SUPPLIES	799.44
361493 HILLS PET NUTRITION	ANIMAL FOOD	536.31
361502 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
361507 NEXTEL SPRINT	CELL PHONE	243.10
361511 PACIFIC GAS AND ELECTRIC CO	GAS	657.65
361541 WESTAMERICA BANK	COPIER LEASE	151.33

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 Finance Accounting

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Maddie's Fund Grant

361295 ANIMAL HOSPITAL OF ANTIOCH	VETERINARY SERVICES	1,072.07
361344 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	4,108.62
361476 BAYER HEALTH CARE	SUPPLIES	174.05

219 Recreation Fund

Non Departmental

361331 DEER VALLEY HIGH SCHOOL	DEPOSIT REFUND	500.00
361512 PAIGE, CYNTHIA	DEPOSIT REFUND	1,000.00
361525 TOP PACERS TRACK CLUB	DEPOSIT REFUND	1,000.00
361526 TRUJILLO, VIOLETA	DEPOSIT REFUND	1,000.00

Recreation Admin

361511 PACIFIC GAS AND ELECTRIC CO	GAS	1,206.07
926270 GRAINGER INC	SUPPLIES	135.64

Senior Programs

361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	804.04
926376 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	162.05

Recreation Sports Programs

361305 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	12.56
361309 BSN SPORTS	SUPPLIES	245.85
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,603.05

Recreation Concessions

361537 US FOODSERVICE INC	SUPPLIES	1,779.35
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Recreation-New Comm Cntr

204522 DIRECTV	MUSIC CHANNELS	37.99
204523 GARDA CL WEST INC	EXCESS ITEM FEE	2.00
204568 RITE AID	SUPPLIES	15.98
361456 WESCO RECEIVABLES CORP	SUPPLIES	231.63
361468 AT AND T MCI	PHONE	66.61
361484 COMCAST	CONNECTION SERVICES	1,587.43
361489 FOLGERGRAPHICS INC	SPRING RECREATION GUIDE	7,216.58
361511 PACIFIC GAS AND ELECTRIC CO	GAS	5,091.13
361541 WESTAMERICA BANK	COPIER LEASE	300.62
926381 GRAINGER INC	SUPPLIES	678.20
926382 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	449.46

222 Measure C/J Fund

Streets

361324 CCC TRANSPORTATION AUTHORITY	CONGESTION MGMT PROGRAM	9,679.00
361345 ECONOMIC AND PLANNING SYSTEMS	PROFESSIONAL SERVICES	2,730.00

226 Solid Waste Reduction Fund

Solid Waste Used Oil

361425 S GRONER ASSOCIATES INC	CONSULTANT SERVICES	15,595.25
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Solid Waste

361508 NORTHERN CALIF RECYCLING ASSOC	REGISTRATION/MEMBER DUES	160.00
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229 Pollution Elimination Fund

Channel Maintenance Operation

361335 DELTA FENCE CO	FENCE REPAIR	562.00
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361419 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	17,433.50
238 PEG Franchise Fee Fund		
<i>Non Departmental</i>		
361376 KIS	PROFESSIONAL SERVICES	1,017.50
251 Lone Tree SLLMD Fund		
<i>Lonetree Maintenance Zone 1</i>		
361433 STEWARTS TREE SERVICE INC	TREE SERVICES	225.00
361436 TERRACARE ASSOCIATES	TURF MOWING	136.60
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	633.00
361535 TERRACARE ASSOCIATES	TURF MOWING	136.60
<i>Lonetree Maintenance Zone 2</i>		
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	608.73
<i>Lonetree Maintenance Zone 4</i>		
361436 TERRACARE ASSOCIATES	TURF MOWING	218.56
361535 TERRACARE ASSOCIATES	TURF MOWING	218.56
252 Downtown SLLMD Fund		
<i>Downtown Maintenance</i>		
361433 STEWARTS TREE SERVICE INC	TREE SERVICES	900.00
361436 TERRACARE ASSOCIATES	TURF MOWING	136.60
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	253.79
361535 TERRACARE ASSOCIATES	TURF MOWING	136.60
926382 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	452.28
253 Almondridge SLLMD Fund		
<i>Almondridge Maintenance</i>		
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	181.03
254 Hillcrest SLLMD Fund		
<i>Hillcrest Maintenance Zone 1</i>		
361433 STEWARTS TREE SERVICE INC	TREE SERVICES	712.50
361436 TERRACARE ASSOCIATES	TURF MOWING	355.16
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	527.33
361535 TERRACARE ASSOCIATES	TURF MOWING	355.16
<i>Hillcrest Maintenance Zone 2</i>		
361433 STEWARTS TREE SERVICE INC	TREE SERVICES	775.00
361436 TERRACARE ASSOCIATES	TURF MOWING	486.30
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	626.39
361535 TERRACARE ASSOCIATES	TURF MOWING	486.30
<i>Hillcrest Maintenance Zone 4</i>		
361436 TERRACARE ASSOCIATES	TURF MOWING	273.20
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	544.41
361535 TERRACARE ASSOCIATES	TURF MOWING	273.20
255 Park 1A Maintenance District Fund		
<i>Park 1A Maintenance District</i>		
361431 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
361436 TERRACARE ASSOCIATES	TURF MOWING	355.16
361511 PACIFIC GAS AND ELECTRIC CO	GAS	147.67
361535 TERRACARE ASSOCIATES	TURF MOWING	355.16

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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

361436 TERRACARE ASSOCIATES	TURF MOWING	5.46
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	65.43
361535 TERRACARE ASSOCIATES	TURF MOWING	5.46

Citywide 2A Maintenance Zone 4

361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	247.74
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Citywide 2A Maintenance Zone 5

361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	356.63
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Citywide 2A Maintenance Zone 6

361436 TERRACARE ASSOCIATES	TURF MOWING	327.84
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	198.18
361535 TERRACARE ASSOCIATES	TURF MOWING	327.84

Citywide 2A Maintenance Zone 8

361436 TERRACARE ASSOCIATES	TURF MOWING	27.32
361535 TERRACARE ASSOCIATES	TURF MOWING	27.32

Citywide 2A Maintenance Zone 9

361433 STEWARTS TREE SERVICE INC	TREE SERVICES	500.00
361436 TERRACARE ASSOCIATES	TURF MOWING	81.96
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	409.20
361535 TERRACARE ASSOCIATES	TURF MOWING	81.96

Citywide 2A Maintenance Zone10

361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	112.77
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257 SLLMD Administration Fund

SLLMD Administration

361436 TERRACARE ASSOCIATES	TURF MOWING	327.84
361448 VERIZON WIRELESS	DATA USAGE	76.02
361535 TERRACARE ASSOCIATES	TURF MOWING	327.84

311 Capital Improvement Fund

Streets

361462 ANCHOR CONCRETE CONSTRUCTION INC	SIDEWALK REPAIR PROJECT	17,762.63
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312 Prewett Family Park Fund

Parks & Open Space

361424 ROYSTON HANAMOTO ALLEY AND ABEY	CONSULTING SERVICES	17,102.16
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376 Lone Diamond Fund

Assessment District

361419 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	68,589.65
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410 2015 Refunding Bond (2001ABAG) Fund

Non Departmental

361472 BANK OF NEW YORK MELLON	ADMIN FEE	256.53
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Non Departmental

361472 BANK OF NEW YORK MELLON	ADMIN FEE	161.47
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416 Honeywell Capital Lease Fund

Non Departmental

361470 BANK OF AMERICA	LOAN PAYMENT	43,987.06
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417 2015 Ref Bond (02 Lease Rev) Fund

Non Departmental

361472 BANK OF NEW YORK MELLON ADMIN FEE 1,290.00

Non Departmental

361472 BANK OF NEW YORK MELLON ADMIN FEE 812.00

570 Equipment Maintenance Fund

Non Departmental

361364 HUNT AND SONS INC FUEL 17,134.24

Equipment Maintenance

361293 ALL STAR AUTO ELECTRIC ALTERNATORS 922.14
 361296 ANTIOCH AUTO PARTS BELTS 940.21
 361316 CHUCKS BRAKE AND WHEEL SERVICE INC BRAKE PARTS 476.33
 361388 MICHAEL STEAD WALNUT CREEK MIRROR 129.94
 361439 TRED SHED, THE TIRES 2,494.29
 361448 VERIZON WIRELESS DATA USAGE 38.01
 361453 WALNUT CREEK FORD BRAKE PARTS 1,047.36
 361465 ANTIOCH AUTO PARTS FUEL PUMP 1,064.19
 361478 BILL BRANDT FORD CALIPERS 331.70
 361505 MAACO VEHICLE REPAIR 6,477.71
 361511 PACIFIC GAS AND ELECTRIC CO ELECTRIC 430.84
 361524 T & D DIESEL TESTING SMOKE TESTING 880.00
 361539 WALNUT CREEK FORD AXLE SHIFT 349.91
 361541 WESTAMERICA BANK COPIER LEASE 27.50
 926270 GRAINGER INC SUPPLIES 32.38

573 Information Services Fund

Non Departmental

361471 BANK OF AMERICA EE COMPUTER PURCHASE 2,844.97

Information Services

361538 VERIZON WIRELESS AIR CARD 221.59

Network Support & PCs

361318 COMCAST INTERNET SERVICE 136.83
 361484 COMCAST CONNECTION SERVICES 1,041.50
 361538 VERIZON WIRELESS AIR CARD 53.78
 361541 WESTAMERICA BANK COPIER LEASE 102.03

Telephone System

204101 AMERICAN MESSAGING PAGER 37.38
 361468 AT AND T MCI PHONE 321.59
 361469 AT AND T MCI PHONE 2,017.14
 926375 ALTURA COMMUNICATION SOLUTIONS LLC MODEM 272.50

Office Equipment Replacement

926240 CDW GOVERNMENT INC COMPUTER EQUIPMENT 802.79

577 Post Retirement Medical-Police Fund

Non Departmental

361304 RETIREE MEDICAL AFTER RETIREMENT 1,142.00
 361313 RETIREE MEDICAL AFTER RETIREMENT 746.47
 361354 RETIREE MEDICAL AFTER RETIREMENT 919.63

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361377 RETIREE	MEDICAL AFTER RETIREMENT	46.55
361380 RETIREE	MEDICAL AFTER RETIREMENT	918.70
361386 RETIREE	MEDICAL AFTER RETIREMENT	129.00
361387 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
361422 RETIREE	MEDICAL AFTER RETIREMENT	248.24
361440 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
361455 RETIREE	MEDICAL AFTER RETIREMENT	696.12
361457 RETIREE	MEDICAL AFTER RETIREMENT	469.46
361477 BICKMORE	VALUATION SERVICES	3,583.00
361496 RETIREE	MEDICAL AFTER RETIREMENT	2,735.88
361516 PERS	PD MEDICAL AFTER RETIREMENT	5,000.00
926218 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926224 RETIREE	MEDICAL AFTER RETIREMENT	918.70
926225 RETIREE	MEDICAL AFTER RETIREMENT	285.56
926227 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
926230 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926231 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
926239 RETIREE	MEDICAL AFTER RETIREMENT	884.96
926241 RETIREE	MEDICAL AFTER RETIREMENT	1,017.00
926245 RETIREE	MEDICAL AFTER RETIREMENT	607.76
926249 RETIREE	MEDICAL AFTER RETIREMENT	4,103.82
926259 RETIREE	MEDICAL AFTER RETIREMENT	1,492.94
926263 RETIREE	MEDICAL AFTER RETIREMENT	1,466.14
926264 RETIREE	MEDICAL AFTER RETIREMENT	756.00
926265 RETIREE	MEDICAL AFTER RETIREMENT	165.54
926278 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926281 RETIREE	MEDICAL AFTER RETIREMENT	248.24
926284 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926285 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926286 RETIREE	MEDICAL AFTER RETIREMENT	263.80
926295 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926310 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926313 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926314 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926325 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926326 RETIREE	MEDICAL AFTER RETIREMENT	925.09
926327 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926328 RETIREE	MEDICAL AFTER RETIREMENT	994.71
926337 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926348 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926354 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926360 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926370 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926372 RETIREE	MEDICAL AFTER RETIREMENT	271.45
926373 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94

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578 Post Retirement Medical-Misc Fund

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361303 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361330 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361338 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361361 RETIREE	MEDICAL AFTER RETIREMENT	746.47
361371 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361389 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361413 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361418 RETIREE	MEDICAL AFTER RETIREMENT	348.38
361421 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361427 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361452 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361477 BICKMORE	VALUATION SERVICES	3,583.00
361481 RETIREE	MEDICAL AFTER RETIREMENT	793.02
361516 PERS	MISC MED AFT RETIREMENT	6,625.00
926220 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926221 RETIREE	MEDICAL AFTER RETIREMENT	195.98
926226 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926229 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926234 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926237 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926247 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926250 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926253 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926255 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926258 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926261 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926271 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926273 RETIREE	MEDICAL AFTER RETIREMENT	236.69
926280 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926283 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926290 RETIREE	MEDICAL AFTER RETIREMENT	689.07
926294 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926297 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926299 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926302 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926305 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926306 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926309 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926320 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926321 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926322 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926330 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926333 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926336 RETIREE	MEDICAL AFTER RETIREMENT	584.38

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926343 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926353 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926355 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926358 RETIREE	MEDICAL AFTER RETIREMENT	66.92
926359 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926361 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926363 RETIREE	MEDICAL AFTER RETIREMENT	709.38
926369 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926371 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926374 RETIREE	MEDICAL AFTER RETIREMENT	111.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

361317 RETIREE	MEDICAL AFTER RETIREMENT	888.90
361328 RETIREE	MEDICAL AFTER RETIREMENT	169.69
361352 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361358 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361369 RETIREE	MEDICAL AFTER RETIREMENT	584.38
361381 RETIREE	MEDICAL AFTER RETIREMENT	348.38
361383 RETIREE	MEDICAL AFTER RETIREMENT	280.80
361391 RETIREE	MEDICAL AFTER RETIREMENT	749.38
361404 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
361406 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361437 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361446 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
361477 BICKMORE	VALUATION SERVICES	3,584.00
361516 PERS	MGMT MED AFT RETIREMENT	9,625.00
926228 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926232 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926233 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926235 RETIREE	MEDICAL AFTER RETIREMENT	169.70
926236 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926238 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926242 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926243 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926246 RETIREE	MEDICAL AFTER RETIREMENT	709.38
926251 RETIREE	MEDICAL AFTER RETIREMENT	691.08
926252 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926254 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926256 RETIREE	MEDICAL AFTER RETIREMENT	464.38
926257 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926260 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926266 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926267 RETIREE	MEDICAL AFTER RETIREMENT	888.90
926268 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926272 RETIREE	MEDICAL AFTER RETIREMENT	1,036.95
926275 RETIREE	MEDICAL AFTER RETIREMENT	577.29

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926276 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926277 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926279 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926287 RETIREE	MEDICAL AFTER RETIREMENT	346.28
926292 RETIREE	MEDICAL AFTER RETIREMENT	714.38
926293 RETIREE	MEDICAL AFTER RETIREMENT	1,045.14
926296 RETIREE	MEDICAL AFTER RETIREMENT	243.76
926298 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926300 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926301 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926303 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926304 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926307 RETIREE	MEDICAL AFTER RETIREMENT	1,989.42
926308 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926312 RETIREE	MEDICAL AFTER RETIREMENT	500.31
926316 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926317 RETIREE	MEDICAL AFTER RETIREMENT	169.69
926318 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926319 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926323 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926324 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926329 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926331 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926332 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926334 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926335 RETIREE	MEDICAL AFTER RETIREMENT	169.70
926338 RETIREE	MEDICAL AFTER RETIREMENT	888.90
926339 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926341 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926342 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926344 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926345 RETIREE	MEDICAL AFTER RETIREMENT	691.08
926346 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926347 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926349 RETIREE	MEDICAL AFTER RETIREMENT	749.38
926350 RETIREE	MEDICAL AFTER RETIREMENT	185.67
926352 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926356 RETIREE	MEDICAL AFTER RETIREMENT	590.55
926362 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926364 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926365 RETIREE	MEDICAL AFTER RETIREMENT	1,682.29
926366 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926367 RETIREE	MEDICAL AFTER RETIREMENT	1,664.00
926368 RETIREE	MEDICAL AFTER RETIREMENT	283.04

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611 Water Fund

Non Departmental

361347 FASTENAL CO	SUPPLIES	1,712.46
361420 ROBERTS AND BRUNE CO	SUPPLIES	5,872.43
361456 WESCO RECEIVABLES CORP	SUPPLIES	106.73
361461 AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	741.20
361463 ANGLIM FLAGS	SUPPLIES	809.69
361474 BAY AREA BARRICADE	SUPPLIES	542.82
926269 GOLDEN WEST BETTERWAY UNIFORMS	SUPPLIES	4,512.66
926274 HAMMONS SUPPLY COMPANY	SUPPLIES	1,176.32

Water Supervision

361448 VERIZON WIRELESS	DATA USAGE	76.02
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Water Production

204303 UNITED STATES POSTAL SERVICE	POSTAGE	9.75
204304 RALEYS	MEETING EXPENSE	32.08
361288 ACE HARDWARE, ANTIOCH	PIPE FITTING	26.66
361296 ANTIOCH AUTO PARTS	FUEL HEATER	690.60
361298 APPLIED TECHNOLOGY GROUP INC	ANTENNA INSTALLATION	909.36
361325 CONTROLLED ENVIRONMENTAL SERVICES	EQUIPMENT REPAIR	7,217.23
361349 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	273.50
361357 GRAPHIC CONTROLS LLC	CHARTS	407.53
361359 GUTOWSKI, MARK R	TRAINING REIMBURSEMENT	253.68
361360 HACH CO	LAB SUPPLIES	1,639.73
361414 QUICK PC SUPPORT	SECURITY CAMERA	1,696.00
361417 REINHOLDT ENGINEERING CONSTR	FUEL INSPECTION	675.00
361423 ROYAL WHOLESALE ELECTRIC	CORE LENS	277.44
361431 SILVA LANDSCAPE	LANDSCAPE SERVICES	684.00
361444 UNIVAR USA INC	CAUSTIC	5,000.91
361445 USA BLUE BOOK	FLOW METERS	906.45
361448 VERIZON WIRELESS	DATA USAGE	38.01
361454 WALTER BISHOP CONSULTING	CONSULTING SERVICES	8,549.60
361468 AT AND T MCI	PHONE	99.87
361469 AT AND T MCI	PHONE	70.05
361501 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	26,340.87
361504 LUHDORFF AND SCALMANINI	PROFESSIONAL SERVICES	990.00
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	61,811.34
361529 OFFICE MAX INC	OFFICE SUPPLIES	14.04
361533 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
361536 UNIVAR USA INC	CAUSTIC	5,062.66
361541 WESTAMERICA BANK	COPIER LEASE	51.42
926219 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,119.65
926244 CHEMTRADE CHEMICALS US LLC	ALUM	5,371.36
926262 EUROFINS EATON ANALYTICAL INC	MONITORING	60.00
926270 GRAINGER INC	VALVE	10.74
926291 KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	15,610.00
926377 CHEMTRADE CHEMICALS US LLC	ALUM	2,495.38

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926379 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	191.06
926380 EVOQUA WATER TECHNOLOGIES LLC	SERVICE DI H2O SYSTEM	496.94
Water Distribution		
204632 COSTCO	OFFICE SUPPLIES	50.99
361288 ACE HARDWARE, ANTIOCH	SUPPLIES	84.36
361297 ANTIOCH BUILDING MATERIALS	ASPHALT	1,432.56
361329 COUNTY ASPHALT	ASPHALT	1,305.21
361334 DELTA DIABLO	RECYCLED WATER	7,110.17
361347 FASTENAL CO	SUPPLIES	655.90
361366 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	1,174.96
361394 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	412.73
361401 OFFICE MAX INC	OFFICE SUPPLIES	130.79
361408 PERS	PAYROLL DEDUCTIONS	0.93
361409 PERS	PAYROLL DEDUCTIONS	0.93
361420 ROBERTS AND BRUNE CO	PIPE & FITTINGS	6,186.88
361442 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
361448 VERIZON WIRELESS	DATA USAGE	380.10
361484 COMCAST	CONNECTION SERVICES	346.67
361486 CWEA SFBS	MEMBER RENEWAL-CONNELLY	164.00
361497 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	997.34
361506 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	103.17
361513 POLLARDWATER	SUPPLIES	188.72
361516 PERS	PAYROLL DEDUCTIONS	1,194.35
361529 OFFICE MAX INC	OFFICE SUPPLIES	129.72
361541 WESTAMERICA BANK	COPIER LEASE	70.01
926240 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	229.91
926248 COMPUTERLAND	COMPUTER EQUIPMENT	85.63
Water Meter Reading		
361448 VERIZON WIRELESS	DATA USAGE	38.01
Public Buildings & Facilities		
361292 ALAMEDA ELECTRICAL DISTRIBUTORS	ELECTRICAL EQUIPMENT	4,086.07
361314 CAROLLO ENGINEERS INC	CONSULTING SERVICES	9,807.07
361374 KIMLEY HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES	1,673.60
361447 VAULT ACCESS AND SOLUTIONS	ALUMINUM PANELS	21,100.00
361492 GRATING PACIFIC INC	FIBER GLASS GRATING	3,237.30
Warehouse & Central Stores		
361443 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
361541 WESTAMERICA BANK	COPIER LEASE	151.33
621 Sewer Fund		
Sewer-Wastewater Supervision		
361448 VERIZON WIRELESS	DATA USAGE	114.03
361541 WESTAMERICA BANK	COPIER LEASE	212.85
Sewer-Wastewater Collection		
204632 COSTCO	OFFICE SUPPLIES	50.99
361288 ACE HARDWARE, ANTIOCH	SUPPLIES	3.91
361297 ANTIOCH BUILDING MATERIALS	ASPHALT	1,432.55

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 26 - MARCH 10, 2016
 FUND/CHECK#

361329 COUNTY ASPHALT	ASPHALT	1,305.20
361347 FASTENAL CO	SUPPLIES	81.82
361366 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	1,174.95
361368 JACK DOHENY SUPPLIES INC	CCTV SUPPLIES	2,565.69
361372 KEN KELLER SALES	SUPPLIES	2,518.66
361399 NOR CAL PIPELINE SERVICES	CCTV INSPECTION	22,324.80
361401 OFFICE MAX INC	OFFICE SUPPLIES	148.22
361408 PERS	PAYROLL DEDUCTIONS	59.28
361409 PERS	PAYROLL DEDUCTIONS	59.28
361420 ROBERTS AND BRUNE CO	PIPE & FITTINGS	272.50
361430 SIGN A RAMA INC	SIGN	52.12
361442 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
361443 UNITED PARCEL SERVICE	SHIPPING	35.51
361448 VERIZON WIRELESS	DATA USAGE	228.06
361458 ACE HARDWARE, ANTIOCH	SUPPLIES	7.83
361484 COMCAST	CONNECTION SERVICES	346.67
361495 EMPLOYEE	EXPENSE REIMBURSEMENT	99.00
361497 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	997.32
361506 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	266.51
361517 RED WING SHOE STORE	SAFETY SHOES	221.57
361521 ROYAL BRASS INC	FIRE HOSE & CAM LOCK	744.40
361529 OFFICE MAX INC	OFFICE SUPPLIES	168.85
361534 STEWARTS TREE SERVICE INC	TREE SERVICES	450.00
926240 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	229.91
926248 COMPUTERLAND	COMPUTER EQUIPMENT	85.63
926270 GRAINGER INC	SUPPLIES	13.25
926274 HAMMONS SUPPLY COMPANY	SUPPLIES	16.91
926340 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
Wastewater Collection		
361370 JD PARTNERS CONCRETE	SEWAGE STATION PROJECT	28,000.00
631 Marina Fund		
Non Departmental		
361353 FROULA, JEFF	BERTH DEPOSIT REFUND	184.00
Marina Administration		
361415 RECREATION PUBLICATIONS	ADVERTISEMENT	2,620.00
361480 CALIFORNIA DELTA CHAMBERS	MEMBER DUES	165.00
361511 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,840.81
361532 RED WING SHOE STORE	SAFETY SHOES	235.69
361541 WESTAMERICA BANK	COPIER LEASE	51.42
Marina Maintenance		
361289 ACME SECURITY SYSTEMS	BIT FOBS	575.19
641 Prewett Water Park Fund		
Non Departmental		
361306 BOWMEN, KATHRYN	DEPOSIT REFUND	500.00
361503 LATIMER, LUIS	DEPOSIT REFUND	500.00
361528 WILLIAMS, MONTEIA	DEPOSIT REFUND	1,000.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 26 - MARCH 10, 2016
 FUND/CHECK#

Recreation Water Park

204521 WILLIAMS, MONTEIA	OVERPAYMENT REFUND	11.00
361307 BRENTWOOD PRESS AND PUBLISHING INC	SUBSCRIPTION	1,329.50
361467 ANTIOCH GLASS	REPAIR SERVICE	242.72
361475 BAY BUILDING MAINTENANCE INC	CLEANING SERVICES	115.00
361483 CITY MECHANICAL INC	SPORTS POOL SERVICE	12,154.55
361489 FOLGERGRAPHICS INC	SPRING RECREATION GUIDE	861.66
361511 PACIFIC GAS AND ELECTRIC CO	GAS	7,490.89
361541 WESTAMERICA BANK	COPIER LEASE	250.02
926381 GRAINGER INC	SUPPLIES	342.43
926382 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	449.46

721 Employee Benefits Fund

Non Departmental

361291 AFLAC	PAYROLL DEDUCTIONS	7,640.56
361305 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	2,680.41
361312 CALFIT OAKLEY	PAYROLL DEDUCTIONS	20.00
361322 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
361323 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,063.22
361333 DELTA DENTAL	PAYROLL DEDUCTIONS	35,601.44
361336 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
361337 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
361339 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
361350 FITNESS EVOLUTION	PAYROLL DEDUCTIONS	19.99
361363 EMPLOYEE	AFLAC REFUND	86.22
361365 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	642.00
361367 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
361382 LINA	PAYROLL DEDUCTIONS	5,536.25
361395 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,024.09
361402 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,807.00
361403 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	10,937.55
361405 PARS	PAYROLL DEDUCTIONS	2,628.48
361408 PERS	PAYROLL DEDUCTIONS	329,335.69
361409 PERS	PAYROLL DEDUCTIONS	305,496.79
361410 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,656.60
361432 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	877.00
361516 PERS	PAYROLL DEDUCTIONS	330,956.56
926222 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	625.50
926223 ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTIONS	12,840.89
926315 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	54,142.64
926357 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,029.79



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: William R. Galstan, Interim Asst. City Attorney *William R. Galstan*

SUBJECT: **Rejection of Claim: Keenan Powell, Leticia Saxton,
Randy McCon & Elaina Moses**

RECOMMENDED ACTION

It is recommended that the City Council reject the following claims.

1. Keenan Powell – Claim was received on October 13, 2015.
2. Leticia Saxton – Claim was received on October 13, 2015.
3. Randy McCon – Claim was received on October 13, 2015.
4. Elaina Moses – Claim was received on February 4, 2016.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF march 22, 2016

SUBMITTED BY: Donna Conley, City Treasurer *DC*

DATE March 16, 2016

SUBJECT: Treasurer's Report – FEBRUARY 2016

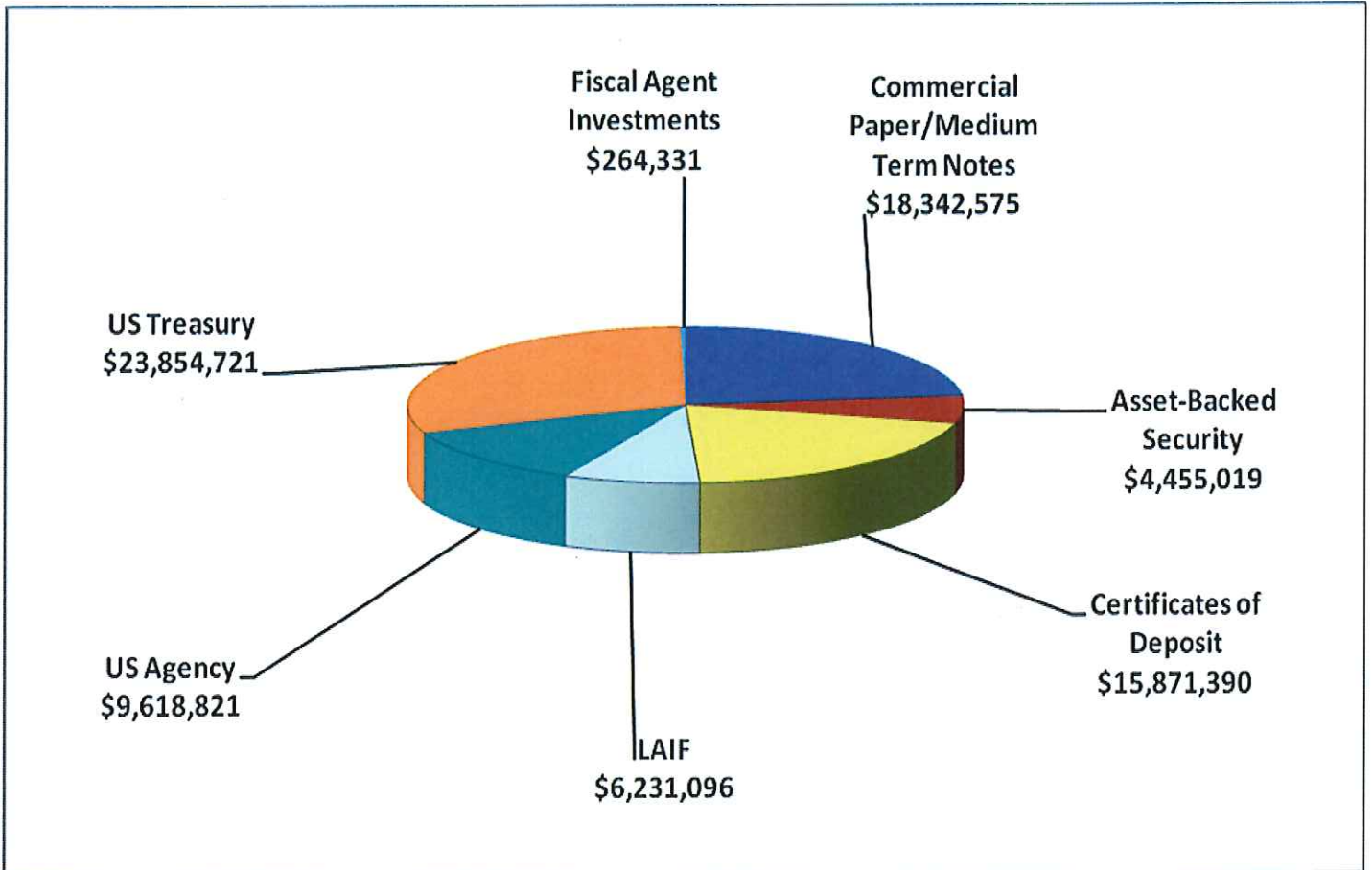
RECOMMENDATION: Review and file.

D

3-22-2016


CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

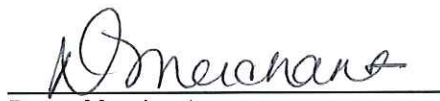
FEBRUARY 29, 2016



Total of City and Fiscal Agent Investments = \$78,637,953

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 2015 Bonds	31,770
Antioch Development Agency 2000 Tax Allocation Bonds	67,126
Antioch Development Agency 2009 Tax Allocation Bonds	165,435
	<u><u>\$264,331</u></u>



Managed Account Issuer Summary

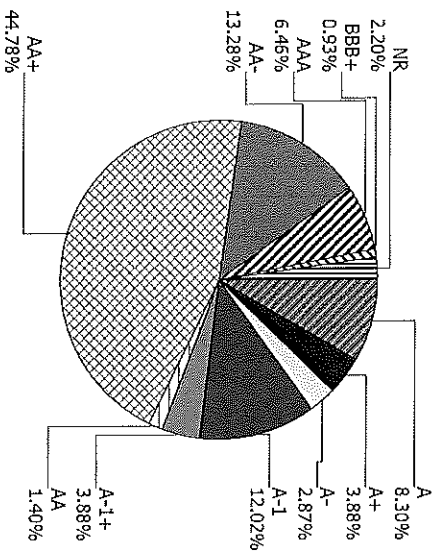
For the Month Ending February 29, 2016

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	1,067,031.90	1.48
AMERICAN HONDA FINANCE	1,334,890.80	1.85
APPLE INC	1,002,533.00	1.39
BANK OF AMERICA CORP	695,583.00	0.97
BANK OF AMERICA CREDIT CARD TRUST	496,173.55	0.69
BANK OF MONTREAL	1,400,022.40	1.94
BANK OF NEW YORK CO INC	1,404,099.20	1.95
BANK OF NOVA SCOTIA	1,401,470.00	1.95
CA EARTHQUAKE AUTH TXBL REV BOND	376,193.25	0.52
CANADIAN IMPERIAL BANK OF COMMERCE	1,395,604.00	1.94
CATERPILLAR INC	769,400.94	1.07
CISCO SYSTEMS INC	1,213,554.30	1.69
CITIBANK CREDIT CARD ISSUANCE TRUST	524,951.28	0.73
DEERE & COMPANY	1,064,257.70	1.48
EXXON MOBIL CORP	1,397,677.40	1.94
FANNIE MAE	3,689,085.76	5.11
FEDERAL HOME LOAN BANKS	1,417,732.26	1.97
FORD CREDIT AUTO OWNER TRUST	889,839.42	1.24
FREDDIE MAC	2,180,909.48	3.03
GLAXOSMITHKLINE PLC	573,448.58	0.80
GOLDMAN SACHS GROUP INC	1,374,016.88	1.91
HONDA AUTO RECEIVABLES	835,879.55	1.16
HSBC HOLDINGS PLC	1,960,742.03	2.72
IBM CORP	1,746,477.25	2.43
JP MORGAN CHASE & CO	1,000,487.00	1.39
MCDONALD'S CORPORATION	670,400.00	0.93
NISSAN AUTO RECEIVABLES	855,567.35	1.19
NORDEA BANK AB	1,396,206.00	1.94
ORANGE COUNTY, CA	875,437.50	1.22
PEPSICO, INC	1,278,838.80	1.78
RABOBANK NEDERLAND	1,693,786.50	2.35
SKANDINAVISKA ENSKIDA BANKEN AB	1,387,806.00	1.93

Credit Quality (S&P Ratings)



PFM Asset Management LLC



Managed Account Issuer Summary

For the Month Ending February 29, 2016

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
STATE OF CALIFORNIA	952,907.00	1.32
SVENSKA HANDELSBANKEN	1,397,900.00	1.94
TEXAS INSTRUMENTS INCORPORATED	886,512.09	1.23
THE WALT DISNEY CORPORATION	197,683.79	0.27
TORONTO-DOMINION BANK	1,398,250.00	1.94
TOYOTA AUTO RECEIVABLES	855,089.15	1.19
TOYOTA MOTOR CORP	1,481,795.85	2.06
UNITED STATES TREASURY	23,956,729.41	33.26
UNIVERSITY OF CALIFORNIA	135,151.20	0.19
US BANCORP	1,375,721.88	1.91
Total	\$72,007,843.45	100.00%



PFM Asset Management LLC



CITY OF ANTIPOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending February 29, 2016

Security Type/Description Dated Date/Coupon/Maturity U.S. Treasury Bond / Note	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
US TREASURY NOTES DTD 10/31/2011 1.000% 10/31/2016	912828RM4	2,000,000.00	AA+	Aaa	02/11/16	02/11/16	2,007,109.38	0.50	6,703.30	2,006,593.00	2,005,234.00
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SV7	770,000.00	AA+	Aaa	06/02/14	06/03/14	765,728.90	0.81	1,209.70	768,205.23	768,857.32
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828T96	1,775,000.00	AA+	Aaa	10/30/14	11/03/14	1,773,197.27	0.79	2,230.94	1,774,093.05	1,775,138.45
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	635,000.00	AA+	Aaa	02/06/15	02/10/15	629,691.80	0.84	261.68	631,943.37	632,643.52
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	2,210,000.00	AA+	Aaa	02/02/15	02/04/15	2,203,007.42	0.63	910.71	2,206,004.41	2,201,798.69
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828U02	1,325,000.00	AA+	Aaa	03/25/15	03/26/15	1,316,667.00	0.96	4,154.20	1,319,218.32	1,323,550.45
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828U02	2,250,000.00	AA+	Aaa	03/26/15	03/27/15	1,315,424.80	0.99	4,154.20	1,318,349.44	1,323,550.45
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828U02	2,250,000.00	AA+	Aaa	03/26/15	03/27/15	2,233,652.34	1.00	7,054.30	2,238,645.49	2,247,538.50
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828U21	1,250,000.00	AA+	Aaa	04/28/15	04/30/15	1,239,941.41	0.90	2,618.48	1,242,715.34	1,244,823.75
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	250,000.00	AA+	Aaa	07/01/15	07/01/15	252,080.08	1.10	283.31	251,637.51	253,300.75
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	1,725,000.00	AA+	Aaa	07/01/15	07/06/15	1,738,880.86	1.11	1,954.84	1,735,975.78	1,747,775.18
US TREASURY NOTES DTD 09/30/2011 1.375% 09/30/2018	912828RH5	1,500,000.00	AA+	Aaa	10/08/15	10/09/15	1,519,218.75	0.94	8,621.93	1,516,707.83	1,520,391.00
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,825,000.00	AA+	Aaa	11/05/15	11/09/15	1,828,707.03	1.18	5,734.29	1,828,341.36	1,843,463.53
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	3,210,000.00	AA+	Aaa	12/01/15	12/04/15	3,237,209.76	1.22	8,069.09	3,235,118.51	3,263,918.37



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending February 29, 2016

CITY OF ANTIOCH, CA - 04380500

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
US TREASURY NOTES		912828833	1,775,000.00	AA+	Aaa	12/28/15	12/30/15	1,781,517.58	1.38	2,194.37	1,781,172.83	1,804,745.45
DTD 01/31/2014 1.5000% 01/31/2019												
Security Type Sub-Total			23,825,000.00					23,842,034.38	0.97	56,155.34	23,854,721.47	23,956,729.41

Municipal Bond / Note

ORANGE CNTY, CA TXBL REV PO BONDS		68428LD30	875,000.00	AA	NR	01/09/15	01/13/15	875,000.00	0.78	530.83	875,000.00	875,437.50
DTD 01/13/2015 0.7800% 05/02/2016												
UNIV OF CAL TXBL REV BONDS		91412GSX4	135,000.00	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	360.53	135,000.00	135,151.20
DTD 10/02/2013 0.9070% 05/15/2016												
CA EARTHQUAKE AUTH TXBL REV BONDS		13017HAC0	225,000.00	NR	A3	10/29/14	11/06/14	225,000.00	1.19	447.75	225,000.00	225,299.25
DTD 11/06/2014 1.1940% 07/01/2016												
CA ST TAXABLE GO BONDS		13063CFD7	950,000.00	AA-	Aa3	10/22/13	11/05/13	954,455.50	1.09	3,958.33	951,005.84	952,907.00
DTD 11/05/2013 1.2500% 11/01/2016												
CA EARTHQUAKE AUTH TXBL REV BONDS		13017HAD8	150,000.00	NR	A3	10/29/14	11/06/14	150,000.00	1.82	456.00	150,000.00	150,894.00
DTD 11/06/2014 1.8240% 07/01/2017												
Security Type Sub-Total			2,335,000.00					2,339,455.50	1.02	5,753.44	2,336,005.84	2,339,688.95

Federal Agency Collateralized Mortgage Obligation

FNMA SERIES 2015-M1 ASQ2		3136AMKW8	380,000.00	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	514.90	382,202.08	382,558.43
DTD 01/15/2015 1.6260% 02/01/2018												
FNMA SERIES 2015-M7 ASQ2		3136ANDY4	325,000.00	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	327,172.35	326,262.95
DTD 04/01/2015 1.5500% 04/01/2018												
FNMA SERIES 2015-M3 FA		3136AMNCO	240,008.26	AA+	Aaa	02/12/15	02/27/15	239,945.55	0.39	128.77	240,008.26	239,327.16
DTD 02/01/2015 0.6430% 06/01/2018												
FNMA SERIES 2015-M15 ASQ2		3136AOSW1	295,000.00	AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	297,667.06	298,614.90
DTD 11/01/2015 1.8980% 01/01/2019												
FANNIE MAE SERIES 2015-M13 ASQ2		3136AOPD0	640,000.00	AA+	Aaa	10/07/15	10/30/15	646,408.90	1.08	877.87	645,774.14	644,680.32
DTD 10/01/2015 1.6460% 09/01/2019												



PFM Asset Management LLC



CITY OF ANTIPOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending February 29, 2016

Security Type / Description	Dated Date / Coupon / Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value		
Security Type Sub-Total							1,880,008.26		1,896,350.40	1.01	2,407.94	1,892,823.89	1,891,443.76
Federal Agency Bond / Note													
PHLB GLOBAL NOTES	DTD 05/15/2015 0.625% 05/30/2017	3130ASEP0	AA+	Aaa	05/14/15	05/15/15	1,418,821.40	0.67	2,243.40	1,419,277.89	1,417,732.26		
FREDDIE MAC GLOBAL NOTES	DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	2,174,854.27	1.00	1,993.75	2,174,931.10	2,180,909.48		
FNMA BENCHMARK NOTE	DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	AA+	Aaa	02/19/16	02/23/16	1,795,752.00	1.08	250.00	1,795,782.53	1,797,642.00		
Security Type Sub-Total							5,395,000.00		5,389,427.67	0.94	4,487.15	5,389,991.52	5,396,283.74

Corporate Note											
AMERICAN HONDA FINANCE GLOBAL NOTES	DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	AA+	A1	10/03/13	10/10/13	582,964.20	1.24	2,632.50	584,585.77	586,216.80
JPMORGAN CHASE & CO	DTD 02/18/2014 1.350% 02/15/2017	46623EYV6	A-	A3	02/12/14	02/18/14	999,500.00	1.37	600.00	999,837.98	1,000,487.00
APPLE INC CORP NOTE	DTD 05/06/2014 1.050% 05/05/2017	037833AM2	AA+	Aa1	04/29/14	05/06/14	999,470.00	1.07	3,354.17	999,789.81	1,002,533.00
JOHN DEERE CAPITAL CORP NOTES	DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	2,629.22	1,064,784.31	1,064,257.70
HSBC USA INC	DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	A	A2	06/16/14	06/23/14	564,141.20	1.35	1,387.39	564,620.51	564,018.03
PEPSICO, INC	DTD 07/17/2015 1.125% 07/17/2017	713448CW6	A	A1	07/14/15	07/17/15	999,680.00	1.14	1,375.00	999,778.82	1,003,236.00
CATERPILLAR FINANCIAL SE	DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	A	A2	08/13/14	08/20/14	769,615.00	1.27	347.57	769,809.89	769,400.94
AMERICAN EXPRESS CREDIT CORP NOTES	DTD 09/23/2014 1.550% 09/22/2017	0258M0DK7	A-	A2	09/18/14	09/23/14	369,504.20	1.60	2,532.96	369,739.28	369,959.30
IBM CORP NOTES	DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	1,367.19	1,746,543.09	1,746,477.25



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending February 29, 2016

CITY OF ANTIPOCH, CA - 04380500

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
Corporate Note											
MCDONALDS CORP NOTES DTD 02/29/2008 5.350% 03/01/2018	58013WEE0	625,000.00	BBB+	Baa1	04/01/15	04/07/15	697,331.25	1.27	16,718.75	675,173.48	670,400.00
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,400,000.00	AAA	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	8,881.25	1,400,000.00	1,397,677.40
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	750,000.00	A+	A1	03/10/15	03/13/15	748,995.00	1.55	5,250.00	749,313.82	748,674.00
PERSCO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	275,000.00	A	A1	04/27/15	04/30/15	274,967.00	1.25	1,155.38	274,976.08	275,602.80
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	890,000.00	A+	A1	04/02/15	04/08/15	885,202.90	1.18	2,966.67	886,591.36	886,512.09
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	525,000.00	A+	A2	04/01/15	04/07/15	594,368.25	1.30	8,733.96	574,547.51	573,448.58
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06405HDB2	1,400,000.00	A	A1	05/22/15	05/29/15	1,399,874.00	1.60	6,160.00	1,399,904.16	1,404,099.20
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TWC3	700,000.00	A	A1	10/06/15	10/09/15	701,442.00	1.67	2,926.39	701,236.21	695,583.00
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,205,000.00	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	4,197.42	1,204,842.21	1,213,554.30
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	1,498.33	724,511.52	725,134.85
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258MDV8	700,000.00	A-	A2	10/05/15	10/08/15	702,709.00	1.66	1,085.00	702,327.50	697,072.60
THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	A	A2	01/05/16	01/08/16	194,738.70	1.70	473.69	194,751.25	197,683.79
TOYOTA MOTOR CREDIT CORP DTD 02/19/2016 1.700% 02/19/2019	89236TCU7	755,000.00	AA-	Aa3	02/16/16	02/19/16	754,909.40	1.70	427.83	754,910.39	756,661.00
Security Type Sub-Total							18,377,752.95	1.38	76,700.67	18,342,574.95	18,348,689.63



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending February 29, 2016

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
Certificate of Deposit												
GOLDMAN SACHS BANK USA CD	DTD 08/19/2014 0.9000% 08/12/2016	3814772L5	1,375,000.00	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	372.95	1,375,000.00	1,374,016.88
CANADIAN IMPERIAL BANK NY YCD	DTD 04/10/2015 1.0100% 04/06/2017	13606JYY9	1,400,000.00	A-1	P-1	04/06/15	04/10/15	1,400,000.00	1.01	5,695.28	1,400,000.00	1,395,604.00
RABOBANK NEDERLAND NV CERT DEPOS	DTD 04/27/2015 1.0700% 04/21/2017	21684BXH2	1,700,000.00	A-1	P-1	04/22/15	04/27/15	1,700,000.00	1.07	6,568.61	1,700,000.00	1,693,786.50
BMO HARRIS BANK NA CD	DTD 10/23/2015 1.0000% 04/24/2017	05574BRW5	1,400,000.00	A-1	Aa3	10/22/15	10/23/15	1,400,000.00	1.01	5,055.56	1,400,000.00	1,400,022.40
NORDEA BANK FINLAND NY CD	DTD 05/29/2015 1.1500% 05/26/2017	65558LFA5	1,400,000.00	AA-	Aa3	05/27/15	05/29/15	1,400,000.00	1.15	4,293.33	1,400,000.00	1,396,206.00
TORONTO DOMINION BANK NY YCD	DTD 06/19/2015 1.2400% 06/16/2017	89113ESN7	1,400,000.00	AA-	Aa1	06/16/15	06/19/15	1,400,000.00	1.25	12,296.67	1,400,000.00	1,398,250.00
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS	DTD 11/24/2015 1.0750% 08/24/2017	86958DH54	1,400,000.00	A-1+	P-1	11/20/15	11/24/15	1,400,000.00	0.84	250.74	1,400,000.00	1,397,900.00
US BANK NA CINCINNATI (CALLABLE) CD	DTD 09/11/2014 1.3750% 09/11/2017	90333VPF1	1,375,000.00	AA-	A1	09/09/14	09/11/14	1,372,786.25	1.41	8,927.95	1,373,870.91	1,375,721.88
BANK OF NOVA SCOTIA HOUSTON YCD	DTD 11/09/2015 1.5600% 11/06/2017	06417GAS7	1,400,000.00	A-1	P-1	11/06/15	11/09/15	1,400,000.00	1.55	6,794.67	1,400,000.00	1,401,470.00
SKANDINAVISKA ENSKILDA BANKEN NY CD	DTD 11/17/2015 1.4800% 11/16/2017	83050FBG5	1,400,000.00	A-1	P-1	11/16/15	11/17/15	1,400,000.00	1.48	6,043.33	1,400,000.00	1,387,806.00
HSBC BANK USA NA FLOATING CERT DEPOS	DTD 11/18/2015 1.2080% 11/17/2017	40428AR41	1,400,000.00	A-1+	P-1	11/17/15	11/18/15	1,400,000.00	0.97	610.81	1,400,000.00	1,396,724.00
Security Type Sub-Total			15,650,000.00					15,647,786.25	1.15	56,909.90	15,648,870.91	15,617,507.66
Asset-Backed Security / Collateralized Mortgage Obligation												
HONDA ABS 2015-1 A2	DTD 01/28/2015 0.7000% 06/15/2017	43814KAB7	171,958.21	AAA	Aaa	01/21/15	01/28/15	171,949.24	0.70	53.50	171,953.84	171,835.88



PFM Asset Management LLC



CITY OF ANTIPOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending February 29, 2016

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
Asset-Backed Security / Collateralized Mortgage Obligation												
TOYOTA ABS 2015-A A2	DTD 03/04/2015 0.710%	89236WAB4	174,431.95	AAA	Aaa	02/24/15	03/04/15	174,430.29	0.71	55.04	174,430.76	174,330.47
FORD ABS 2014-C A2	DTD 11/25/2014 0.610%	34530PAC6	178,854.62	AAA	NR	11/18/14	11/25/14	178,848.61	0.61	48.49	178,851.73	178,762.03
HONDA ABS 2015-2 A3	DTD 05/20/2015 1.040%	43813NAC0	495,000.00	AAA	NR	05/13/15	05/20/15	494,924.02	1.05	143.00	494,942.53	494,378.03
CITIBANK ABS 2014-A2 A2	DTD 03/05/2014 1.020%	1730SEFN0	525,000.00	AAA	Aaa	03/17/15	03/20/15	524,282.23	1.08	133.88	524,425.28	524,951.28
TOYOTA ABS 2015-B A3	DTD 06/17/2015 1.270%	89237CAD3	680,000.00	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	383.82	679,963.21	680,758.68
NISSAN ABS 2015-A A3	DTD 04/14/2015 1.050%	65477UAC4	515,000.00	NR	Aaa	04/07/15	04/14/15	514,891.75	1.06	240.33	514,915.57	514,263.65
FORD ABS 2015-B A3	DTD 05/26/2015 1.160%	34530VAD1	350,000.00	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,973.63	349,772.89
HONDA ABS 2016-1 A3	DTD 02/25/2016 1.220%	43814NAC9	170,000.00	AAA	NR	02/16/16	02/25/16	169,975.84	1.23	34.57	169,975.97	169,665.64
FORD ABS 2015-C A3	DTD 09/22/2015 1.410%	34530VAD5	360,000.00	AAA	Aaa	09/15/15	09/22/15	359,929.94	1.42	225.60	359,937.71	361,304.50
NISSAN ABS 2015-B A3	DTD 07/22/2015 1.340%	65475WAD0	340,000.00	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	202.49	339,977.11	341,303.70
BANK OF AMER CREDIT CARD TR 2015-A2	DTD 04/29/2015 1.360%	05522RCU0	495,000.00	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,671.88	496,173.55
Security Type Sub-Total			4,455,244.78					4,454,851.16	1.14	2,000.36	4,455,019.22	4,457,500.30
Managed Account Sub-Total			71,790,253.04					71,947,658.31	1.12	204,414.80	71,920,007.80	72,007,843.45



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending **February 29, 2016**

CITY OF ANTIPOCH, CA - 04380500

Securities Sub - Total	\$71,790,253.04	\$71,947,658.31	1.12%	\$204,414.80	\$71,920,007.80	\$72,007,843.45
Accrued Interest						\$204,414.80
Total Investments						\$72,212,258.25





CITY OF ANTIPOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending February 29, 2016

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal	Proceeds	Accrued	Interest	Total	Realized G/L	Realized G/L	Sale
											Cost	Amort Cost	Method
BUY													
02/01/16	02/03/16		US TREASURY NOTES	912828SH4	1,025,000.00	(1,035,970.70)		(6,040.18)		(1,042,010.88)			
			DTD 02/29/2012 1.375% 02/28/2019										
02/11/16	02/11/16		US TREASURY NOTES	912828RM4	2,000,000.00	(2,007,109.38)		(5,659.34)		(2,012,768.72)			
			DTD 10/31/2011 1.000% 10/31/2016										
02/16/16	02/19/16		TOYOTA MOTOR CREDIT CORP	89236TCU7	755,000.00	(754,909.40)		0.00		(754,909.40)			
			DTD 02/19/2016 1.700% 02/19/2019										
02/16/16	02/25/16		HONDA ABS 2016-1 A3	43814NAC9	170,000.00	(169,975.84)		0.00		(169,975.84)			
			DTD 02/25/2016 1.220% 12/18/2019										
02/19/16	02/23/16		FNMA BENCHMARK NOTE	3135G0J53	1,800,000.00	(1,795,752.00)		0.00		(1,795,752.00)			
			DTD 02/23/2016 1.000% 02/26/2019										
Transaction Type Sub-Total					5,750,000.00	(5,763,717.32)		(11,699.52)		(5,775,416.84)			
INTEREST													
02/01/16	02/25/16		FANNIE MAE SERIES 2015-M13 ASQ2	3136A0D00	640,000.00	0.00		877.87		877.87			
			DTD 10/01/2015 1.646% 09/01/2019										
02/01/16	02/25/16		FNMA SERIES 2015-M7 ASQ2	3136ANDV4	325,000.00	0.00		419.79		419.79			
			DTD 04/01/2015 1.550% 04/01/2018										
02/01/16	02/25/16		FNMA SERIES 2015-M3 FA	3136AMMCO	240,275.66	0.00		89.55		89.55			
			DTD 02/01/2015 0.643% 06/01/2018										
02/01/16	02/25/16		FNMA SERIES 2015-M1 ASQ2	3136AMKW8	380,000.00	0.00		514.90		514.90			
			DTD 01/15/2015 1.626% 02/01/2018										
02/01/16	02/25/16		FNMA SERIES 2015-M15 ASQ2	3136AOSW1	295,000.00	0.00		466.61		466.61			
			DTD 11/01/2015 1.898% 01/01/2019										
02/03/16	02/03/16		ORANGE CNTY, CA TXBL REV PO	68428LDJ0	875,000.00	0.00		3,412.50		3,412.50			
			BONDS										
			DTD 01/13/2015 0.780% 05/02/2016										
02/06/16	02/06/16		IBM CORP NOTES	459200HZ7	1,750,000.00	0.00		9,843.75		9,843.75			
			DTD 02/06/2015 1.125% 02/06/2018										
02/15/16	02/15/16		FORD ABS 2014-C A2	34530PAC6	229,069.90	0.00		116.44		116.44			
			DTD 11/25/2014 0.610% 08/15/2017										
02/15/16	02/15/16		TOYOTA ABS 2015-A A2	89236WAB4	199,422.53	0.00		117.99		117.99			
			DTD 03/04/2015 0.710% 07/15/2017										
02/15/16	02/15/16		FORD ABS 2015-B A3	34530VAD1	350,000.00	0.00		338.33		338.33			
			DTD 05/26/2015 1.160% 11/15/2019										



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending February 29, 2016

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											
	02/15/16	02/15/16	FORD ABS 2015-C A3	34530YAD5	360,000.00	0.00	423.00	423.00			
			DTD 09/22/2015 1.410% 02/15/2020								
	02/15/16	02/15/16	NISSAN ABS 2015-B A3	65475WAD0	340,000.00	0.00	379.67	379.67			
			DTD 07/22/2015 1.340% 03/15/2020								
	02/15/16	02/15/16	JPMORGAN CHASE & CO	46623EY6	1,000,000.00	0.00	6,750.00	6,750.00			
			DTD 02/18/2014 1.350% 02/15/2017								
	02/15/16	02/15/16	TOYOTA ABS 2015-B A3	89237CAD3	680,000.00	0.00	719.67	719.67			
			DTD 06/17/2015 1.270% 05/15/2019								
	02/15/16	02/15/16	BANK OF AMER CREDIT CARD TR	05522RCU0	495,000.00	0.00	561.00	561.00			
			2015-A2								
			DTD 04/29/2015 1.360% 09/15/2020								
	02/15/16	02/15/16	NISSAN ABS 2015-A A3	65477UAC4	515,000.00	0.00	450.63	450.63			
			DTD 04/14/2015 1.050% 10/15/2019								
	02/15/16	02/15/16	HONDA ABS 2015-1 A2	43814KAB7	197,019.33	0.00	114.93	114.93			
			DTD 01/28/2015 0.700% 06/15/2017								
	02/17/16	02/17/16	HSBC BANK USA NA FLOATING CERT	40428AR41	1,400,000.00	0.00	3,376.45	3,376.45			
			DEPOS								
			DTD 11/18/2015 1.208% 11/17/2017								
	02/18/16	02/18/16	CATERPILLAR FINANCIAL SE	14912L6D8	770,000.00	0.00	4,812.50	4,812.50			
			DTD 08/20/2014 1.250% 08/18/2017								
	02/19/16	02/19/16	GOLDMAN SACHS BANK USA CD	381472L5	1,375,000.00	0.00	6,238.36	6,238.36			
			DTD 08/19/2014 0.900% 08/12/2016								
	02/21/16	02/21/16	HONDA ABS 2015-2 A3	43813NAC0	495,000.00	0.00	429.00	429.00			
			DTD 05/20/2015 1.040% 02/21/2019								
	02/22/16	02/22/16	CITIBANK ABS 2014-A2 A2	17305EFN0	525,000.00	0.00	2,677.50	2,677.50			
			DTD 03/05/2014 1.020% 02/22/2019								
	02/24/16	02/24/16	SVENSKA HANDELSBANKEN NY FLT	86958DH54	1,400,000.00	0.00	2,977.07	2,977.07			
			CERT DEPOS								
			DTD 11/24/2015 1.075% 08/24/2017								
	02/26/16	02/26/16	FNMA BENCHMARK NOTE	3135G0J53	1,800,000.00	0.00	150.00	150.00			
			DTD 02/23/2016 1.000% 02/26/2019								
Transaction Type Sub-Total											
					16,635,788.42	0.00	46,257.51	46,257.51			

PAYDOWNS



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending February 29, 2016

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	02/01/16	02/25/16	FNMA SERIES 2015-FM3 FA	3136AMMCO	268.40	268.40	0.00	268.40	0.07	0.00	
			DTD 02/01/2015 0.643% 06/01/2018								
	02/15/16	02/15/16	TOYOTA ABS 2015-A A2	89236WA94	24,990.58	24,990.58	0.00	24,990.58	0.24	0.00	
			DTD 03/04/2015 0.710% 07/15/2017								
	02/15/16	02/15/16	HONDA ABS 2015-1 A2	43814KAB7	25,061.12	25,061.12	0.00	25,061.12	1.31	0.00	
			DTD 01/28/2015 0.700% 06/15/2017								
	02/15/16	02/15/16	FORD ABS 2014-C A2	34530PAC6	50,215.28	50,215.28	0.00	50,215.28	1.69	0.00	
			DTD 11/25/2014 0.610% 08/15/2017								
Transaction Type Sub-Total					100,535.38	100,535.38	0.00	100,535.38	3.31	0.00	

SELL

	02/01/16	02/03/16	WELLS FARGO & COMPANY	94974BFL9	1,025,000.00	1,026,927.00	462.67	1,027,389.67	2,911.00	2,083.03	SPEC LOT
			DTD 07/29/2013 1.250% 07/20/2016								
	02/17/16	02/19/16	US TREASURY NOTES	912828A75	740,000.00	752,285.16	1,524.73	753,809.89	6,012.50	6,433.80	SPEC LOT
			DTD 12/31/2013 1.500% 12/31/2018								
	02/18/16	02/23/16	US TREASURY NOTES	912828S44	1,025,000.00	1,038,212.89	6,814.56	1,045,027.45	2,242.19	2,433.82	SPEC LOT
			DTD 02/29/2012 1.375% 02/28/2019								
	02/18/16	02/23/16	US TREASURY NOTES	912828B33	725,000.00	737,149.41	687.16	737,836.57	9,487.30	9,611.79	SPEC LOT
			DTD 01/31/2014 1.500% 01/31/2019								
	02/24/16	02/25/16	US TREASURY NOTES	912828S77	150,000.00	149,923.83	222.85	150,146.68	755.86	277.27	SPEC LOT
			DTD 05/31/2012 0.625% 05/31/2017								
	02/29/16	03/03/16	CONOCOPHILLIPS COMPANY CORP	20826FAL0	240,000.00	229,089.60	1,080.00	230,169.60	(10,881.60)	(10,889.02)	SPEC LOT
			NOTE								
			DTD 05/18/2015 1.500%								
			05/15/2018								

Transaction Type Sub-Total		3,905,000.00	3,933,587.89	10,791.97	3,944,379.86	10,527.25	9,950.69
Managed Account Sub-Total		(1,729,594.05)	45,349.96	(1,684,244.09)	10,530.56	9,950.69	
Total Security Transactions		(\$1,729,594.05)	\$45,349.96	(\$1,684,244.09)	\$10,530.56	\$9,950.69	

Bolded items are forward settling trades.



PFM Asset Management LLC



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Julie Haas-Wajdowicz, Environmental Resource Coordinator *JH*

APPROVED BY: Forrest Ebbs, Community Development Director *FE*

SUBJECT: Resolution to Authorize Submittal of Application for the Payment Programs and Related Authorizations

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution to Authorize Submittal of Application for the Beverage Container Payment Programs and Related Authorizations.

STRATEGIC PURPOSE

Long Term Goal E: Environmental Enhancement. Pollution prevention (NPDES), water conservation, energy and carbon conservation, and waste prevention.

Through Environmental Resources staff, develop and implement programs, policies, outreach and education to create a community of residents, businesses and organizations that take actions to reduce their environmental impact while creating a vibrant and healthy climate in Antioch.

FISCAL IMPACT

The City received on average \$28,000 annually from this program that is used to implement park and school recycling programs as well as for efforts to increase beverage container recycling in the community.

DISCUSSION

The City of Antioch receives approximately \$28,000 from the Department of Resources Recycling and Recovery as our allocation in the City/County Payment fund. This money is distributed to local jurisdictions as non-competitive payments with allocations based on population. This money can be used for activities that involve beverage container recycling or litter prevention involving the recycling of beverage containers. The City is currently using these funds to increase recycling in city parks and to set up or enhance recycling programs at schools. The funds are also used for litter reduction efforts and multi-family recycling outreach.

The City has participated in the City/County Payment program since its inception in 2000. Over the last few years, the State has been working on increasing accountability and making sure that all the correct procedures are in place and being followed. As a

result of this effort, we need to update our resolution in order to be able to continue to apply for these funds annually. The attached resolution will allow us to apply annually with minimal time spent by staff and council on the item.

ATTACHMENT

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO AUTHORIZE SUBMITTAL OF APPLICATION FOR THE PAYMENT PROGRAMS
AND RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Community Development Director or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

* * * * *

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

AYES:

NOES:

ABSENT:


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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: City Clerks Association of California Annual Conference

RECOMMENDED ACTION

It is recommended that the City Council Authorize associated expenditures for the City Clerk to attend the City Clerks Association of California (CCAC) annual conference, April 27-29, 2016 in Newport Beach.

STRATEGIC PURPOSE

The recommended action supports the following strategic priorities that are duties of the City Clerk's office:

Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City Departments.

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

Strategy L-7: Manage the City's Component of Municipal Elections.

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

FISCAL IMPACT

Currently there is \$1,406.90 remaining in the City Clerk Conferences/Dues line item. The FY 2015/16 budget provided for the \$450.00 registration fee for the CCAC Annual Conference. The City Clerk estimates the cost for travel and lodging expenses to be \$625.00.

DISCUSSION

- City Clerks Association of California (CCAC) Annual Conference

The CCAC annual conference provides formal training session topics for City Clerks which include, The Value of Government, City Managers to Clerks, Implementing the New CCAC Guidelines for Preparing Minutes, Simple Steps for Strategic Planning in the City Clerk's Office, Ethics initiative: Lessons Learned and Applied in the City Clerk World, Elections – Building Strong Clerk and Council Relationships and Power Onboarding of New Council Members, Future of "Born-Digital" Records, The Art of Possibility: Radiating New Leadership, Clerk 911 – City Clerk's Role in Disaster Preparedness and Continuation of Government in an Emergency, and Becoming Essential – How to Future-Proof Yourself – Win with Innovation and Succeed Despite Uncertainty.

This training program leads to the professional accreditation of Certified Municipal Clerk (CMC). The 2016 CCAC annual conference will be held at the Hyatt Regency in Newport Beach and is an affiliate of the League of California Cities. The trainers are Professional Clerks and Municipal Government Professionals.

Attendees have their badge scanned in and out of every session and are required to complete a comment sheet on every session to be able to receive the 4.25 CMC points awarded for attending the conference.

The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment B. Contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

ATTACHMENTS

- A. CCAC Annual Conference schedule
- B. Travel and Expense Policy.



Optional Pre-conference Education Tuesday, April 26

9:00 am – 4:00 pm	<p>MMC Advanced Academy (see flyer for details) Patrick Ibarra, Co-Founder and Partner of the Mejorado Group "Write to be Understood and Speak to Be Heard" Fee: \$200 CMC/MMC: 3 pts</p>
9:00 am – 4:00 pm	<p>Athenian Dialogue (see flyer for details) Cynthia Ganote, PhD, St. Mary's College, Moraga "Rising Strong – The Reckoning. The Rumble. The Revolution." Brene Brown, PhD Fee: \$150 CMC/MMC: 3 pts</p>
5:00 pm – 7:00 pm	<p>Mentor Training with Vicki Kasad, MMC, CCAC Mentoring Program Chair IIMC Certification for City Clerks - Everything you need to know about IIMC Education Guidelines for CMC to qualify as an official CCAC Mentor. This course is a prerequisite for becoming an official CCAC mentor, you must have earned your CMC to be a mentor. RSVP for the session to vkasad@ci.ontario.ca.us by Friday, April 22, 2016.</p>

WEDNESDAY, APRIL 27

7:00 am	Registration Opens – Breakfast on your own
8:00 am – 8:30 am	Annual Conference Opening Ceremonies
8:30 am – 10:30 am	<p>SENSE OF PLACE: THE VALUE OF GOVERNMENT</p> <p>Speaker: Patrick Ibarra, Co-Founder and Partner of the Mejorando Group Getting Better all the Time</p> <p>Moderator: Byron Pope, MMC, City Clerk, City of Beverly Hills</p> <p>Description: Besides its function as a democratic institution, the role of government is to be the protagonist for a better quality of life for citizens. In that pursuit, beyond the delivery of public services and programs, government also creates a sensory experience, which requires the investment of tax dollars. In this session Patrick Ibarra will provide a roadmap on transitioning the discussion from the cost or price of government and toward the value of government.</p>
10:30 am – 11:00 am	BREAK WITH EXHIBITORS
11:00 am – 12:00 pm	<p>STRAIGHT TALK - CITY MANAGERS TO CLERKS</p> <p>Speakers: Ed Tewes, Interim City Administrator, City of Gilroy, and Former City Manager, Cities of Morgan Hill and Clovis Daniel E. Keen, City Manager, City of Vallejo</p> <p>Moderator: Dawn Abrahamson, MMC, City Clerk, City of Vallejo</p> <p>Description: How's your relationship with your City Manager? Can it be better? Are you partners or is that something you are still building? Hear straight talk from two City Managers, with experience working with Council appointed, Manager appointed as well as elected Clerks, about what they value and need from us. Even what they wish us Clerks would do more of! This one hour power session will provide lots of opportunity for candid Q & A so you can get answers to your burning questions and advice on situations with your own City Manager.</p>
12:00 pm – 1:30 pm	<p>PARTNERS POWER LUNCH - Hear From Secretary of State Alex Padilla , Orange County Registrar of Voters Neal Kelly, LA County Registrar of Voters Dean Logan, IIMC President Monica Martinez Simmons, and our two Region IX Directors, Alice Attwood (Tonasket WA) and Tracy Davis (Keizer, OR) and our Region IX state presidents in attendance. <i>included with your conference registration</i></p>
<p>CONCURRENT SESSIONS A & B 1:30 pm – 5:00 pm</p> <p>3:30 pm – 4:00 pm <i>Treat Break with Exhibitors</i></p>	<p>A: IMPLEMENTING THE NEW CCAC GUIDELINES FOR PREPARING MINUTES</p> <p>Speaker: Shalice Tilton, MMC, City Clerk, City of Buena Park</p> <p>Moderator: Denise Anderson-Warren, CMC, Acting City Clerk, City of Santa Monica</p> <p>Description: Auditors, judicial officers, the public, and other stakeholders rely on minutes to accurately reflect the final decisions of the legislative body. The new CCAC Guidelines for Preparing Minutes provide tools for creating minutes that are efficient, concise, cost-effective, and appropriately aligned with the intent of the Government Code. Attendees will master the craft of preparing professional minutes that sufficiently memorialize final decisions made by the entire legislative body, and eliminate non-relevant information such as lengthy conversations, individual's comments, and personal views. The session will conclude with a hands-on opportunity to prepare a persuasive staff report and presentation for elected officials to make the decision to transition from long-form minutes to action or brief summary minutes.</p>

B: SIMPLE STEPS FOR STRATEGIC PLANNING IN THE CITY CLERK'S OFFICE

Speaker: Miranda Lutzow, MPA, Management Analyst City of Oakdale

Moderator: Jennifer Woodworth, MMC, District Clerk, Midpeninsula Regional Open Space District

Description: It's hard to accomplish anything without a plan. While most clerks understand that strategic planning is a component of good management, few actually develop a comprehensive plan for their department. Creating a strategic plan is *easier than you think*, and will help you chart the best path to growth. In this hands-on workshop, participants will begin to create their own departmental strategic plan, including:

- Learning the components of an effective plan,
- Learning how to create a mission, vision and values statement
- Understanding the importance of performance metrics and how to measure City Clerk operations,
- Creating timelines and assign responsibilities.

And gain valuable tips for implementation of their plan!

ALL CONFERENCE EVENT Wednesday Night Out

*An Evening at the New Port Theater –
a red carpet movie night with food, dessert, drinks,
Paparazzi style photography and transportation included*
\$65 per ticket



Certification Points: 4.25 CMC Education or 4.25 MMC Advanced Education points for attendance to all sessions of the Conference.

THURSDAY, APRIL 28

6:00 am	Pat Hammers Memorial Walk/Run – optional registration
7:00 am to 8:00 am	Breakfast on Your Own
8:00 am – 10:00 am	<p>ETHICS INITIATIVE: LESSONS LEARNED AND APPLIED IN THE CITY CLERK WORLD</p> <p>Speakers: James Banks Jr., City Attorney, City of Alexandria, VA Steve Mason, Acting Director of Human Resources, City of Alexandria, VA</p> <p>Moderator: Alita Godwin, CMC, City Clerk, City of Compton</p> <p>Description: This session is designed to examine the ethical challenges faced by one local government, how it addressed those challenges, and lessons to be applied to other local government bodies and agencies.</p>
10:00 am – 10:30 am	BREAK WITH EXHIBITORS
10:30 am – 12:00 pm	<p>ELECTIONS – BUILDING STRONG CLERK AND COUNCIL RELATIONSHIPS AND POWER ONBOARDING OF NEW COUNCIL MEMBERS</p> <p>Speaker: Mark Numainville, CMC, City Clerk, City of Berkeley Shirley Concolino, MMC, City Clerk, City of Sacramento</p> <p>Moderator: Patrice Olds, MMC, City Clerk, City of San Mateo</p> <p>Description: A critical role of the Clerk is managing relationships with Council – this begins even before they are elected and the savvy clerk understands both where to draw the line between personal and professional relationships as well as how to build a trust based team with clerk staff and the Council and what tools to utilize to ensure a strong connection with the Council as a group and individually. These relationships begin even before candidacy is declared and the tone is set with the onboarding process of a new Council Member and continues through their incumbency.</p>
12:00 pm – 1:30 pm	RETIREES AND PAST PRESIDENTS LUNCH – included with your conference registration
1:30 pm – 3:00 pm	<p>FUTURE OF “BORN-DIGITAL” RECORDS</p> <p>Speaker: Wendy Klock-Johnson, MMC, Assistant City Clerk, City of Sacramento</p> <p>Moderator: Sarah Manwaring, MMC, City Clerk, City of Meniffee</p> <p>Description: Today records are far more than just a piece a paper in a drawer and a pen is no longer needed to sign a document. More and more records are “born” digital, many never printed. This course will discuss how to expand your records management program to include born-digital records. We will cover born-digital filing & retention systems; how to incorporate digital signature programs, and ensure that your born-digital records will be accessible through the years even as software versions change.</p>

CONCURRENT SESSIONS A & B
3:30 pm – 5:00 pm

3:00 pm – 3:30 pm
Raffle Break with Exhibitors

A: THE ART OF POSSIBILITY: RADIATING NEW LEADERSHIP

Speakers: Jan Perkins, Management Partners

Moderator: Colleen Nicol, MMC, City Clerk, City of Riverside

Description: The Art of Possibility: Radiating New Leadership is an engaging, interactive session learning about and practicing ways of enrolling people in new ways of thinking. You will see an inspirational video of Benjamin Zander, conductor of the Boston Orchestra, and psychologist Rosamund Zander who combine their talents in creating practices to shift thinking to one possibility. You will engage in group discussions about the principles shared in the video, which focuses on getting the best out of people who work for and with us.

B: CLERK 911-CITY CLERK'S ROLE IN DISASTER PREPAREDNESS AND CONTINUATION OF GOVERNMENT IN AN EMERGENCY

Speakers: Stephanie Smith, MMC, City of Lake Forest
Bryan Brice, City of Oxnard Fire Chief

Moderator: Kimberly Rodrigues, MMC, City Clerk, City of Agoura Hills

Description: Are you prepared? When disaster strikes the City Clerk plays a vital role in effectively managing the incident and is a key component in the Continuation of Government both during and after an Emergency. This session will provide participants a deeper understanding of the federally mandated National Incident Management System (NIMS), the California Standardized Emergency Management System (SEMS), and the role of the City Clerk during a declared emergency or national disaster. Participants will learn how these two pieces of legislation (NIMS and SEMS) affect every public agency, and the importance of regulatory compliance in obtaining federal reimbursement for emergency response, ensuring the safety of their communities, as well as how the unique skill set of the Municipal Clerk is critical to the effective management of the Emergency Operations Center.

6:00 pm – 7:00 pm

PRESIDENT'S RECEPTION & SILENT AUCTION – included with conference registration

PRESIDENT'S DINNER BANQUET – RSVP required, included with conference registration, all white attire is preferred for our banquet theme:

white party



7:00 pm

Followed by our "Afterglow" dance party with DJ and lots and lots of dancing!



FRIDAY, APRIL 29

7:00 am	Hot Networking Breakfast – included with registration
8:00 am – 11:30 am	<p>BECOMING ESSENTIAL – HOW TO FUTURE-PROOF YOURSELF, WIN WITH INNOVATION, AND SUCCEED DESPITE UNCERTAINTY</p> <p>Speaker: Scott Steinberg, Tech Savvy Global</p> <p>Moderator: Jose Jasso, MMC, Assistant City Clerk, City of Manteca</p> <p>Description: Even the most successful individuals and organizations must continually reinvent themselves, their brand, and the value they bring in order to remain market leaders in an age of growing change, connectivity and globalization. In this eye-opening presentation, audiences will learn how to thrive in the new operating reality, create competitive advantage, and successfully leverage new leadership strategies to adapt to changing times. From more powerful ways to unleash innovation to solutions for better capitalizing on cutting-edge advancements, discover how you and your organization can flourish in tomorrow's world-and effectively apply its most crucial success strategies and skills in context.</p>

Look forward to meeting our wonderful Conference Sponsors:

Diamond Level:



**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

PURPOSE

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

ADOPTION AND IMPLEMENTATION

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

EXCEPTIONS

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

I. PERSONAL VEHICLE USE

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

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II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

III. MEMBERSHIPS

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

IV. LOCAL CITY EVENTS

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

V. TRAVEL

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

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ELECTED AND APPOINTED OFFICIALS**

(A) PROCEDURE

The key document in the administrative process is the Travel Authorization/Warrant Request (TAWR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TAWR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

(B) AUTHORIZATION PROCESS

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

(C) METHODS OF REIMBURSEMENT

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (M&IE) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20% Lunch - 30% Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

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ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization/Warrant Request to be eligible for reimbursement.

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

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ELECTED AND APPOINTED OFFICIALS**

list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost. Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

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airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

VI. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act¹, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

VII. ACKNOWLEDGEMENT

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

¹ The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, City Clerk

SUBJECT: Amendment to Resolution No. 2016/19 amending the deadline to conform with the Contra Costa County Elections Division for filing Primary Ballot Arguments to March 23, 2016 for the Card Room Initiative

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution amending Resolution No. 2016/19, setting the deadline for submission of primary ballot arguments to March 23, 2016 to conform to the County Elections Division dates under consolidated elections.

STRATEGIC PURPOSE

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

Strategy L-7: Manage the City's Component of Municipal Elections.

FISCAL IMPACT

The cost to republish the "Notice of General Measure Election for the City of Antioch and Notice of Date Fixed for Submitting Arguments" with the March 23, 2016 deadline for primary arguments is \$135.00.

DISCUSSION

When a municipality requests a local ballot measure to be consolidated with a regular election, it must use the Contra Costa County Elections Division deadline date for filing Primary Arguments. For the June 7, 2016 Primary Election, the deadline date is Wednesday, March 23, 2016.

The City Clerk's Office will keep any ballot arguments received sealed (confidential) until that date, along the Impartial Analysis. Further, pursuant to Elections Code Section 9163, any ballot arguments already submitted can be changed up to 4:30 p.m. on Wednesday, March 23, 2016.

ATTACHMENTS

- A. Resolution amending section 4 of the City Council Resolution No. 2016/19 setting the date for filing ballot arguments from March 11, 2016 to March 23, 2016 for the Card Room Initiative.
- B. Resolution No. 2016/19

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTION 4 OF CITY COUNCIL RESOLUTION NO. 2016/19 SETTING
THE DATE FOR FILING BALLOT ARGUMENTS FROM MARCH 11, 2016 TO 4:30 P.M.
WEDNESDAY, MARCH 23, 2016 FOR THE BALLOT MEASURE ON INITIATIVE
MEASURE ELECTION

WHEREAS, on February 23, 2016, the City Council adopted Resolution No. 2016/19, which is attached as Attachment A and is incorporated into this Resolution; and

WHEREAS, City Council Resolution No. 2016/19 called for an election to be consolidated with the June 7, 2016 Primary Election on the initiative petition dealing with limiting card rooms within the City and requiring voter approval for new or expanded card room; and

WHEREAS, City Council Resolution No. 2016/19 established 5:00 p.m. on Friday, March 11, 2016 as the deadline for the filing of any ballot arguments; and

WHEREAS, by requesting to consolidate this election with other elections being held on June 7, 2016, the City must amend Resolution 2016/19 to conform to the County Elections deadline for submission of primary ballot arguments to 4:30 p.m. on Wednesday, March 23, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES RESOLVE AS FOLLOWS that:

- 1. Section 4 of Resolution No. 2016/19, is amended in its entirety to read as follows:

“The proponent(s) of the initiative and the City Council, pursuant to elections Code Sec. 9282(a) may submit primary arguments on this ballot measure pursuant to the Elections Code. Such primary arguments shall not exceed 300 words in length and shall be submitted to the City Clerk no later than 4:30 p.m. on March 23, 2016. No rebuttal arguments shall be filed. The rules pertaining to arguments shall be as specified in the Elections Code.”

- 2. All other provisions of Resolution No. 2016/19 remain in effect.

* * * * *

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

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 2016/19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
SPECIFYING MATTERS FOR THE JUNE 7, 2016
LOCAL MEASURE ELECTION**

WHEREAS the Antioch City Council has called an election to be consolidated with the June 7, 2016 Primary Election on the initiative petition dealing with limiting card rooms within the City and requiring voter approval for new or expanded card rooms; and

WHEREAS the City Council wishes to establish further specifics for the conduct of the election;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Contra Costa County Registrar of Voters is requested to consolidate this election with other elections being held on June 7, 2016 in the same territory or in the territory that is in part the same;
2. Pursuant to Section 10002 of the elections Code, the City Council hereby request the Board of Supervisors of Contra Costa County to permit the County Elections Official to render services necessary to place this measure on the ballot of the next general municipal election and to conduct the election of this ballot measure. The City Council recognizes that additional costs may be incurred by the County by reason of these services and agrees to reimburse the County for these costs;
3. The election on this measure shall be held, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, the returns made, and a result ascertained and determined, and all other proceedings conducted in connection with the election, under the regulations of the Registrar of Voters of Contra Costa County, in accordance with the provisions of the law governing general municipal elections in general law cities;
4. The proponent(s) of the initiative and the City Council, pursuant to Elections Code Sec. 9282(a) may submit primary arguments on this ballot measure pursuant to the Elections Code. Such primary arguments shall not exceed 300 words in length and shall be submitted to the City Clerk no later than 5:00 p.m. on March 11, 2016. No rebuttal arguments shall be filed. The rules pertaining to arguments shall be as specified in the Elections Code.

RESOLUTION NO. 2016/19

February 23, 2016

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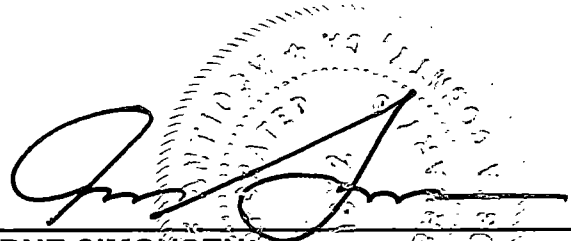
* * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 23rd day of February, 2016 by the following vote:

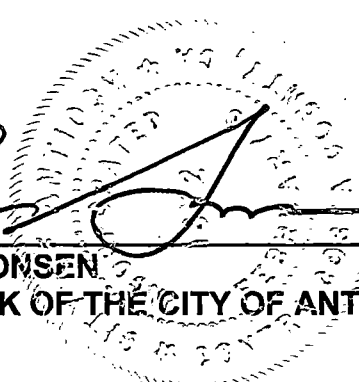
AYES: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

NOES: None

ABSENT: None



ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, City Clerk

SUBJECT: Amendment to Resolution No. 2016/20 amending the deadline to conform with the Contra Costa County Elections Division for filing Primary Ballot Arguments to March 23, 2016 for the Ballot Measure to make the Office of City Treasurer appointed

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution amending Resolution No. 2016/20, setting the deadline for submission of primary ballot arguments to March 23, 2016 to conform to the County Elections Division dates under consolidated elections.

STRATEGIC PURPOSE

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

Strategy L-7: Manage the City's Component of Municipal Elections.

FISCAL IMPACT

The cost to republish the "Notice of General Measure Election for the City of Antioch and Notice of Date Fixed for Submitting Arguments" with the March 23, 2016 deadline for primary arguments is \$135.00.

DISCUSSION

When a municipality requests a local ballot measure to be consolidated with a regular election, it must use the Contra Costa County Elections Division deadline date for filing Primary Arguments. For the June 7, 2016 Primary Election, the deadline date is Wednesday, March 23, 2016.

The City Clerk's Office will keep any ballot arguments received sealed (confidential) until that date, along the Impartial Analysis. Further, pursuant to Elections Code Section 9163, any ballot arguments already submitted can be changed up to 4:30 p.m. on Wednesday, March 23, 2016.

ATTACHMENTS

- A. Resolution amending Section 6 of the City Council Resolution No. 2016/20 setting the date for filing ballot arguments from March 4, 2016 to March 23, 2016 for the Ballot Measure to make the Office of City Treasurer appointed.
- B. Resolution No. 2016/20.

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTION 6 OF CITY COUNCIL RESOLUTION NO. 2016/20 SETTING
THE DATE FOR FILING BALLOT ARGUMENTS FROM MARCH 4, 2016 TO 4:30 P.M.
WEDNESDAY, MARCH 23, 2016 FOR THE BALLOT MEASURE TO MAKE
THE OFFICE OF CITY TREASURER APPOINTED

WHEREAS, on February 23, 2016, the City Council adopted Resolution No. 2016/20, which is attached as Attachment A and is incorporated into this Resolution; and

WHEREAS, City Council Resolution No. 2016/20 called for an election to be consolidated with the June 7, 2016 Primary Election on the ballot measure to make the office of City Treasurer appointed and requesting the Board of Supervisors of Contra Costa County to consolidate a municipal election on a local ballot measure with other elections to be held on June 7, 2016; and

WHEREAS, City Council Resolution No. 2016/20 established 5:00 p.m. on Friday, March 4, 2016 as the deadline for the filing of any ballot arguments; and

WHEREAS, by requesting to consolidate this election with other elections being held on June 7, 2016, the City must amend Resolution 2016/20 to conform to the County Elections deadline for submission of primary ballot arguments to 4:30 p.m. on Wednesday, March 23, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES RESOLVE AS FOLLOWS that:

- 1. Section 6 of Resolution No. 2016/20, is amended in its entirety to read as follows:

“Date for Submission of Arguments. The City Clerk, with the concurrence of the County Elections Official, has fixed 4:30 p.m. Wednesday, March 23, 2016 as the deadline for submittal of arguments for or against the measure.”

- 2. All other provisions of Resolution No. 2016/20 remain in effect.

* * * * *

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

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 2016/20

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CALLING FOR A MUNICIPAL ELECTION TO SUBMIT TO THE VOTERS A
LOCAL BALLOT MEASURE TO MAKE THE OFFICE OF CITY TREASURER
APPOINTED AND REQUESTING THE BOARD OF SUPERVISORS OF CONTRA
COSTA COUNTY TO CONSOLIDATE A MUNICIPAL ELECTION ON A LOCAL
MEASURE WITH OTHER ELECTIONS TO BE HELD ON THE JUNE 7, 2016
REGULAR ELECTION DATE**

WHEREAS, a Primary Election is scheduled for June 7, 2016; and

WHEREAS, the City Council deems it advisable to submit to the voters a ballot measure to make the office of City Treasurer Appointed instead of Elected because the traditional duties of this part-time office are increasingly handled by professional staff and consultants given the expertise required and the cost savings if not paying a salary stipend or benefits to the officer;

WHEREAS, the City Council is authorized to request an order that the ballot measure election be consolidated with other elections to be held on the same day and in the same territory (California Elections Code 10400 *et seq.*); and

WHEREAS, it is desirable that said ballot measure election be consolidated with the June 7, 2016 Primary Election; that within the City, the precincts, polling places, and election officers for the two elections be the same; that the Board of Supervisors canvass the returns of the City ballot measure election; and said City ballot measure election be held in all respects as if there were only one election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH:

1. **Call for Election.** The City Council hereby calls an election on Tuesday, June 7, 2016 for the purpose of submitting to the voters a ballot measure to make the office of City Treasurer Appointed instead of Elected. A majority vote is required for the passage of the ballot measure.

2. **Form of Measure.** The text of the proposed ordinance to be submitted to the voters is attached as Exhibit A to this resolution. The exact form of the measure to be voted upon shall appear on the ballot as follows:

CHANGING THE CITY TREASURER POSITION FROM ELECTED TO APPOINTED. Shall the office of City Treasurer be Appointed?	YES
	NO

RESOLUTION NO. 2016/20

February 23, 2016

Page 2

The measure shall be designated on the ballot by a letter printed on the left margin of the square containing the description of the measure, as provided in California Election Code section 13116.

3. Transmission to the City Attorney. The City Clerk is directed, pursuant to Elections Code section 9280, to transmit a copy of the measure to the City Attorney for the purpose of preparing an impartial analysis of the measure to be submitted no later than 4:30 p.m. on Friday, March 4, 2016.

4. Full Text of the Measure. The ballot measure question as set forth above is the full text of the measure.

5. Argument For the Measure. The City Council authorizes the Mayor, or in his absence, the Mayor Pro Tem on behalf of the City Council to file the written primary argument in support of the ballot measure described above pursuant to Article 4 of Chapter 3 of Division 9 of the California Elections Code. Signatories to the argument shall be determined by the Mayor and may include the Mayor signing on behalf of the Antioch City Council. Arguments for or against the measure shall be no longer than 300 words in length.

6. Date for Submission of Arguments. The City Clerk, with the concurrence of the County Elections Official, has fixed 4:30 p.m. Friday, March 4, 2016 as the deadline for submittal of arguments for or against the measure.

7. Rebuttal Arguments. No rebuttal arguments shall be allowed.

8. Consolidation of Election. The City Council requests and consents that the Board of Supervisors of the County of Contra Costa, State of California order the consolidation of the election in the City of Antioch to be held on June 7, 2016, with any other election(s) to be held on the same regular election date, under California Election Code sections 10400 *et seq.*

9. Conduct of the Election. The consolidated election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, certificates of election issued, and all other proceedings incidental to and connected with the election shall be regulated and done by the County Clerk in accordance with the provisions of law regulating a regularly scheduled election. The Board of Supervisors is hereby requested to issue all officers of the County charged with duties pertaining to the June 2016 election instructions to take any and all steps necessary for the holding of such consolidated election. (California Elections Code 10418).

RESOLUTION NO. 2016/20

February 23, 2016

Page 3

10. Costs. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Election Official.

11. Boundaries. The boundaries of the City have not changed since the November 2014 election.

12. Filing with County. The City Clerk is directed to file with the Board of Supervisors and the County Clerk of Contra Costa County certified copies of this resolution.

13. Filing the Notice. Pursuant to Elections Code section 9163 and 12111, the City Clerk's Office shall publish the required notice in a newspaper of general circulation in the City of Antioch.

* * * * *

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 23th day of February 2016, by the following vote:

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

NOES: None

ABSENT: None

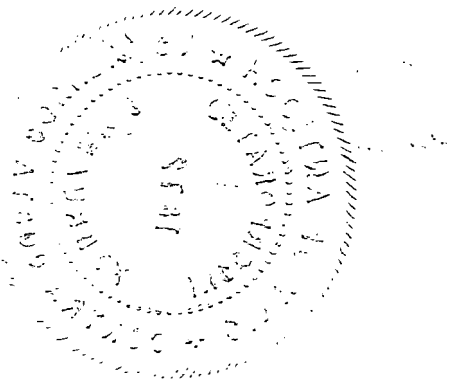


ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

05

Exhibit A

CHANGING THE CITY TREASURER POSITION FROM ELECTED TO APPOINTED.
Shall the office of City Treasurer be appointed?





STAFF REPORT TO THE CITY COUNCIL

Prepared by: Phil Hoffmeister, Administrative Analyst *PH*
Reviewed by: Lynne Filson, Assistant City Engineer *LF*
Approved by: Ron Bernal, Director of Public Works/City Engineer *RB*
Date: March 1, 2016
Subject: Street Lighting and Landscaping Maintenance District Engineer's Report for FY 2016/2017

RECOMMENDATION

It is recommended the City Council adopt the attached resolution instructing the City Engineer to prepare a consolidated Engineer's Report for FY 2016/2017 Lighting and Landscape District assessments.

STRATEGIC PURPOSE

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

FISCAL IMPACTS

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

DISCUSSION

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

OPTIONS

None considered.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DIRECTING THE CITY ENGINEER TO PREPARE A CONSOLIDATED ENGINEERS REPORT FOR FY 2016/2017 LIGHTING AND LANDSCAPE DISTRICT ASSESSMENTS

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

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

SUBJECT: Resolution Authorizing the Purchase of Real Property and Temporary Easements for APN 067-010-003 in Connection with the West Antioch Creek Channel Improvements Project
P.W. 201-6

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a purchase agreement with the State of California, Twenty-Third District Agricultural Association for real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 for a total of \$123,000 in connection with the West Antioch Creek Channel Improvements Project.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

FISCAL IMPACT

Funding for this work will be provided from Drainage Area 55 Impact Fees.

DISCUSSION

In 1993, the Contra Costa County Flood Control District completed channel improvements to West Antioch Creek from the San Joaquin River upstream to approximately West 8th Street. The available funding at the time did not allow improvements to extend further south, thus leaving a 650-foot segment of undersized channel between West 8th Street and the Contra Costa County Fairgrounds property. The West Antioch Creek Channel Improvements Project will improve flood capacity north of West 10th Street by constructing a new culvert and earthen channel system between West 8th Street and West 10th Street and removing accumulated sediment within the downstream channel. Purchase of this right of way and temporary easement is required in order for the project to be constructed.

ATTACHMENTS

- A: Purchase Agreement
- B: Vicinity Map

RESOLUTION NO. 2016/**
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE
AGREEMENT FOR REAL PROPERTY AND TEMPORARY EASEMENTS
WITHIN THE PROPERTY DESCRIBED AS CONTRA COSTA COUNTY
ASSESSOR PARCEL NUMBER 074-130-050 FOR THE
WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT
P.W. 201-6

WHEREAS, a purchase agreement has been negotiated between the City of Antioch and State of California, Twenty-Third District Agricultural Association real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 in the amount of \$123,000 and;

WHEREAS, the City Attorney has reviewed the purchase agreement and determined that it is appropriate for the City to purchase the real property and temporary easements.

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

1. Authorizes the City Manager to execute the purchase agreement for real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 in the amount of \$123,000.

* * * * *

ON A MOTION BY Council Member Ogorchock, seconded by Council Member Tiscareno, the foregoing resolution was duly passed and adopted this 22nd day of March 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Wade Harper, City of Antioch Mayor

Arne Simonsen
City Clerk of the City of Antioch

ATTACHMENT "A"

STATE OF CALIFORNIA TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION AGREEMENT OF PURCHASE AND SALE AND INITIAL ESCROW INSTRUCTIONS

This Agreement of Purchase and Sale and Initial Escrow Instructions ("**Agreement**"), dated for reference purposes only as of March 1, 2016, is entered into by and between the CITY OF ANTIOCH, a municipal corporation ("**Buyer**"), and the TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services (the "**State**"). State and Buyer are each referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. State is the owner of certain real property consisting of approximately 2.72 acres, together with the improvements located thereon, situated in the City of Antioch, County of Contra Costa, State of California, a portion of Assessor's Parcel Number 067-010-003 and is legally described in **Exhibit A** attached hereto and made a part hereof.

B. As used herein, the term "**Property**" shall mean, collectively: (a) that certain parcel of land consisting of approximately 8,470 square feet or 0.19 acres of land and more particularly described on Exhibit A attached hereto ("**Parcel 1-FEE**"); (b) all of State's right, title and interest (if any) in all improvements located on Parcel 1-FEE (the "**Improvements**") or in any other real or personal property, tangible or intangible, located on the Parcel 1-FEE; (c) all rights, privileges and easements owned by State relating to, or used in connection with or appurtenant to, Parcel 1-FEE, including, without limitation all development rights, air rights, water, water rights, and water stock relating to Parcel 1-FEE and any other easements, rights, rights-of-way, and appurtenances used in connection with the beneficial use and enjoyment of Parcel 1-FEE (collectively, the "**Appurtenances**"), with exception of all mineral deposits as defined in Section 6401 of the California Public Resources Code, without surface rights of entry above a plane 500 feet below the surface of the earth; and (d) temporary construction easement consisting of approximately 91,204 square feet or 2.09 acres ("**Parcel 2**") and a temporary access easement to Property consisting of approximately 19,016 square feet or 0.44 acres ("**Parcel 3**").

C. This Agreement contemplates that the Property is being sold and temporary easement interests, described as Parcel 2 and Parcel 3 in the paragraph above and on Exhibit A are granted by the State in accordance with Section 4051 of the California Food and Agricultural Code.

D. Subject to the requirements of California Food and Agricultural Code Section 4051, and the provisions set forth in this Agreement, State desires to sell Parcel 1-FEE to Buyer and Buyer desires to purchase Parcel 1-FEE from State subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Purchase and Sale. State agrees to sell and convey to Buyer, and Buyer agrees to purchase from State, Parcel 1-FEE, and State also agrees to convey temporary easement interests for Parcel 2 and Parcel 3 on the terms and subject to the conditions set forth in this Agreement. For the purpose of this Agreement, the date on which Escrow Holder, as defined below, acknowledges in writing receiving a fully executed copy of this Agreement shall be hereinafter referred to as the "**Effective Date**."

2. Purchase Price. The total purchase price ("**Purchase Price**") for the Property shall be ONE HUNDRED TWENTYTHREE THOUSAND AND NO/100THS DOLLARS (\$123,000.00).

3. Payment of Purchase Price. The Purchase Price shall be payable by Buyer to State as follows:

(a) Purchase Price. Prior to close of escrow, Buyer shall deposit the Purchase Price with Fidelity National Title Company, located at 2150 John Glenn Drive, Suite 400, Concord, California, 94520, their Escrow No. FCHC-3081500199-DH (Attention: Debbie Heiden) ("**Escrow Holder**"). Purchase Price shall be delivered in immediately available funds, which shall be paid to State at Close of Escrow.

(b) Closing Date. Provided all conditions to the close of escrow set forth in this Agreement have been approved or waived as herein provided, the close of escrow shall take place on or before thirty (30) days after the Effective Date (the "Closing Date").

4. Escrow.

(a) Opening of Escrow. Escrow has been opened with Escrow Holder by Buyer ("**Escrow**"). Buyer and State agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" sections of the Agreement.

(b) Close of Escrow. For the purpose of this Agreement, the "**Close of Escrow**" shall be defined as the date the Grant Deed (as defined in Section 5, below) is recorded in the Official Records of Contra Costa County.

(c) Buyer's Costs. Buyer shall pay all recording fees, documentary transfer taxes, escrow fees, policies of title insurance, and any other costs connected with the closing of this transaction.

(d) Interest. It is understood that Buyer will pay interest on the Purchase Price paid from the date of possession by Buyer. The rate of interest will be the rate of earnings of the Surplus Money Investment Fund and computation will be in accordance with Section 1268.350 of the Code of Civil Procedure. Interest will be computed to and including the date of deposit of the Purchase Price.

5. Conditions of Title. Parcel 1-FEE shall be conveyed to Buyer by State by a grant deed, in the form as substantially set forth in **Exhibit B** ("**Grant Deed**"), and subject to:

- (a) Title exceptions as set forth in the Preliminary Report provided by Fidelity National Title Company, dated March 15, 2015, Title No. FCHC-3081500199-DC, attached hereto as **Exhibit C**;
- (b) Such other title matters affecting the Property created by or with the written consent of Buyer;
- (c) All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property;
- (d) All matters which would be apparent from an inspection of the Property; and
- (e) All matters which would be disclosed by a survey of the Property (collectively "Approved Conditions of Title").

6. Title Policy. Title shall be evidenced by Escrow Holder's title insurance underwriter ("**Title Company**") willingness to issue its standard California Land Title Association ("**CLTA**") Owner's Policy of Title Insurance, or Buyer may elect to have Escrow Holder issue its American Land Title Association ("**ALTA**") Extended Coverage Owner's Policy of Title Insurance, individually, or collectively ("**Title Policy**") in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title. Buyer shall pay the expense of issuing the Title Policy, including any endorsements to the Title Policy, premium increment costs, and any survey costs associated with an ALTA policy. Buyer's ability to obtain an ALTA policy, if desired, shall be a condition to the Close of Escrow.

7. Title. Buyer has reviewed title to the Property as disclosed by Exhibit C, including, but not limited to (a) the legal description of the Land, (b) all exceptions to coverage included within such Preliminary

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Report and all standard exclusions and exceptions, and (c) any and all other matters of or affecting title to the Property (collectively "**Title Documents**"), and any surveys of the Property provided to or obtained by Buyer. State shall cure all monetary liens and monetary encumbrances on the Property as of the Close of Escrow (other than any liens or encumbrances created by or through Buyer). If the Title Company shall revise the Preliminary Report to add or modify exceptions, or add or modify the conditions to obtaining any endorsement requested by Buyer or prior to the expiration of the Review Period, and such additions or modifications are not approved by Buyer and are not removed by the Close of Escrow, Buyer shall be entitled, by written notice to State, to terminate this Agreement and cancel the escrow.

8. Property Investigation, Inspections, Studies. Buyer has completed its property inspections, investigations, tests, and studies and Buyer has fully satisfied itself with the condition of the Property. By executing this Agreement, Buyer is approving the condition of the Property for its intended purchase.

9. Temporary Easement Interest. As part of the Purchase Price, State shall grant Buyer a Temporary Construction Easement and Temporary Access Easement ("**Easement**"), in the form attached as **Exhibit D**. In addition to the terms and conditions as set forth in Exhibit D, the Easement is subject to the following terms and conditions:

(a) Term. The Easement shall commence upon the recordation of Easement in the Official Records of Contra Costa County and terminate on October 31, 2017;

(b) Request to Extend. Upon written request, Buyer may request to extend the Easement term. Approval of the request to extend is at State's sole discretion, which shall not be unreasonably withheld, and shall be extended only with State's prior written approval. If the Easement is extended, Buyer shall pay a monthly fee of THREE THOUSAND THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND NO/100THS DOLLARS (\$3,388.00). Said fee will be paid to STATE in a lump sum within 60-days after termination of Easement; and

(c) Termination. Buyer shall execute a Quitclaim Deed ("**Quitclaim**"), in the form attached as **Exhibit E**, to relinquish the Buyer's temporary easement interests in Parcel 2 and Parcel 3. The fully executed Quitclaim shall be deposited with Escrow Holder and held for recordation on or before sixty (60) days following October 31, 2017 or, if State approves Buyer's request to extend, the extended Easement date.

10. Conditions to Close of Escrow.

(a) Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer at Buyer's request, without any new exceptions or exclusions. All terms and conditions specifically provided in section 7 hereof shall have been met to Buyer's satisfaction;

(ii) Physical Inspections and Studies. Buyer shall have approved the results of any and all inspections, investigations, tests and studies, including, without limitations, investigations with regard to, engineering tests, environmental matters, and soils, seismic and geological reports with respect to the Property;

(iii) Easement. Buyer shall have accepted and submitted Easement to State;

(iv) Quitclaim Deed. Buyer shall have executed and submitted fully-executed Quitclaim to Escrow Holder;

(v) Buyer's Discretion. All approvals and satisfaction by Buyer, or required by Buyer, as provided for in this Agreement shall be at the sole and absolute discretion of Buyer;

(vi) State's Representations. All representations and warranties made by State to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(vii) State's Obligations. As of the Close of Escrow, State shall have performed all of the obligations required to be performed by State under this Agreement; and

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(viii) Documents and Materials. State delivered to Buyer all of the documents and materials described on **Exhibit F** attached hereto, to the extent within State's possession or control ("**Documents and Materials**"). By executing this Agreement, Buyer acknowledges receipt of the Documents and Materials. State makes no representation concerning the adequacy or accuracy of any of the Documents and Materials.

(b) Conditions to State's Obligations. The Close of Escrow and State's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or State's waiver thereof) for State's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to State in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(iii) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder and fully, faithfully and timely performed all of its other obligations under this Agreement;

(iv) Easement. State shall have accepted and submitted fully-executed Easement to Escrow Holder; and

(v) Truthfulness at Close of Escrow. The representations and warranties of Buyer set forth in this Agreement shall be true and correct, on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

(c) Failure of Condition to Close of Escrow. If the conditions set forth in Section 10(a) or Section 10(b) are not timely satisfied or waived by the appropriate benefited Party for a reason other than the default of Buyer or State which shall be handled in accordance with Section 19, below, this Agreement shall terminate and, except as otherwise provided herein, the parties shall have no further obligations hereunder.

11. Deposits by State. At least five (5) business days prior to the Close of Escrow, State shall deposit with Escrow Holder the following documents:

(a) Grant Deed. The grant deed, duly executed and acknowledged in recordable form, conveying fee simple title to the Property to Buyer subject only to the approved exceptions 4, 5, 6, 7, 8 and 9 as shown on the Preliminary Report;

(b) Easement. The duly executed and approved Easement in recordable form conveying temporary easement interest in Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement) to Buyer;

(c) FIRPTA Certificate. If requested, State will provide a certification, acceptable to Escrow Holder, duly executed by State under penalty of perjury, setting forth State's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder;

(d) California Franchise Tax Withholding. State is exempt from the withholding provisions of the California Revenue and Taxation Code, as may be amended from time to time, and that neither Buyer nor Escrow Holder is required to withhold any amount from the Purchase Price pursuant to such provisions; and

(e) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Buyer in order to close Escrow in accordance with the terms of this Agreement.

12. Deposits by Buyer. At least five (5) business days prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) Purchase Price. The Purchase Price, in cash or immediately available funds;

(b) Quitclaim. Buyer shall have delivered the fully executed Quitclaim relinquishing temporary easement interests in Parcel 2 and Parcel 3 to Escrow Holder; and

(c) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or State in order to close Escrow in accordance with the terms of this Agreement.

13. Costs and Expenses. All transfer taxes, title insurance premiums and recording and escrow fees shall be paid by Buyer.

14. Prorations.

(a) Taxes/Assessments. State is exempt from property taxes and none are or will be owing at Close of Escrow.

(b) Other Expenses. All other expenses for the Property, if any, shall be prorated as of 12:01 A.M., on the day of the Close of Escrow between the Parties based upon the latest available information.

(c) Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the Party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto.

15. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary, State makes no representation or warranty (except as expressly set forth in Section 17, below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. The Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. Buyer hereby represents and warrants that Buyer is relying solely upon Buyer's Due Diligence, and has conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development, or suitability for development of the Property. State would not sell the Property to Buyer without the foregoing provision and the waiver and release contained in Section 16 hereof.

16. Property Condition Waiver. Following the Close of Escrow, Buyer waives its right to recover from State, and its directors, officers, employees and agents (collectively, "**State's Representatives**"), and hereby releases State and State's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with (i) the physical condition of the Property, (ii) the failure of the Property to comply with any law or regulation applicable thereto, and (iii) the environmental condition of the Property. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs, or expenses, and claims therefor, arising from or attributable to (i) a material matter actually known to State (excluding constructive notice) and (1) not disclosed to Buyer and (2) not discovered by Buyer prior to the Close of Escrow, and (ii) any breach by State of its express representations or warranties under this Agreement. In connection with the foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Buyer's Initials

17. State's Representations and Warranties. In consideration of Buyer entering into this Agreement, State makes the representations and warranties set forth in this Section 17. For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "**to State's actual knowledge**," or words to such effect, shall mean the present, actual knowledge of Robert Williamson, Chief Executive Officer, Twenty-Third District Agricultural Association, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date. In the event that Buyer, prior to Close of Escrow, becomes aware, from State or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by State or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction and receive a refund of its deposit made by Buyer, thereby waiving any claims or actions that Buyer may have against State as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against State as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against State for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by State.

(a) State's Authority. State is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by State is required in order to make it a valid and binding contractual obligation of State.

(b) No Prior Transfers. Except as disclosed in the Documents and Materials, Title Documents and this Agreement, State has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and State has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement.

(c) Hazardous Materials. Except as disclosed in the Documents and Materials and Title Documents, to the actual knowledge of State, the Property is not, as of the date of the Effective Date of this Agreement, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as defined herein), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. The term "**Hazardous Materials**" shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

(d) Legal Actions. There is no pending lawsuit or, to the actual knowledge of State, threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, which affects the Property.

18. Buyer's Representations and Warranties. In consideration of State entering into this Agreement, Buyer makes the following representations and warranties, each of which is material and is being relied upon by State (the continued truth and accuracy of which constitutes a condition precedent to State's obligations hereunder).

(a) Buyer's Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

(b) Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or

any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(d) No Side Agreements or Representations. Buyer represents, warrants and covenants to State that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property. Except as specifically provided in Sections 17 and 18 of this Agreement, State makes no representation or warranty regarding the condition of the Property, its past use, or its suitability for Buyer's intended use. Buyer will be relying solely upon its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development, or suitability of the Property.

(e) No Attachments. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or, to the best of Buyer's knowledge, threatened against Buyer.

19. Default; Termination.

(a) Liquidated Damages. **BUYER RECOGNIZES THAT THE PROPERTY WILL BE REMOVED BY THE STATE FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT, AND THAT IF THIS TRANSACTION CONCERNING THE PROPERTY IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO STATE. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY STATE AS A RESULT OF ANY SUCH DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT AND THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. FOR THESE REASONS, THE PARTIES AGREE THAT IF THE PURCHASE AND SALE IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, THE DEPOSIT PREVIOUSLY MADE BY BUYER SHALL BE FORFEITED TO STATE AS LIQUIDATED DAMAGES. NOTHING CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE AMOUNT OF DAMAGES OBTAINABLE PURSUANT TO AN ACTION UNDER ANY HOLD HARMLESS, DEFENSE OR INDEMNIFICATION PROVISION SET FORTH IN THIS AGREEMENT OR REASONABLE ATTORNEYS' FEES RECOVERABLE PURSUANT TO ANY ACTION UNDER A HOLD HARMLESS, DEFENSE, OR INDEMNIFICATION SET FORTH IN THIS AGREEMENT.**

State _____ Buyer _____

(b) State's Default. In the event the Close of Escrow does not occur due to a breach of this Agreement by State where such default or breach is not cured by State within ten (10) business days commencing after State's receipt from Buyer of written notice of such default or breach, subject to the limitations set forth in this Section, Buyer's sole and exclusive remedy shall be a return of the deposit.

20. Notices. All notices, demands, consents, requests, or other communications required to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent electronically to the electronic-mail address set forth below (provided that, notices given electronically shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

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TO STATE: Mr. Robert Williamson
Chief Executive Officer
23rd District Agricultural Association
Contra Costa County
1201 West 10th Street
Antioch, CA 94509

(925) 470-0040
rwilliamsopn@ccfair.org

With a copy to: Mr. Jeffery A. Peek
Supervising Real Estate Officer
Department of General Services
PMD Branch
Real Property Services Section
State of California
707 Third Street, 5th Floor
West Sacramento, CA 95605

(916) 375-4024
jeff.peek@dgs.ca.gov

TO BUYER: Mr. Steve Duran
City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

(925) 779-7011
sduran@ci.antioch.ca.us

With copies to: Derek Cole
Interim City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

(925) 779-7015
cityattorney@ci.antioch.ca.us

Scott Buenting
Associate Engineer
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

(925) 779-7050
sbuenting@ci.antioch.ca.us

TO ESCROW HOLDER: Ms. Debbie Heiden
Escrow Officer
Fidelity National Title Company
2150 John Glenn Drive, Suite 400
Concord, CA 94520

(925)
Debbie.heiden@fnf.com

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 20, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 P.M. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

21. Brokers. State represents and warrants to Buyer, and Buyer represents and warrants to State, that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Buyer shall indemnify, protect, save harmless and defend State from any liability, cost, or expense connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Buyer in connection with this transaction. State shall indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by State in connection

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with this transaction. This indemnity provision shall survive the Closing or any earlier termination of this Agreement.

22. Assignment. Buyer shall not assign its right, title or interest in this Agreement to any other party without the prior written consent of State, which determination may be withheld in State's sole and absolute discretion. Buyer may, however, assign this Agreement and all of Buyer's rights under it to an entity in which Buyer has an ownership interest, subject to the terms of this Agreement, provided that (i) such assignee assumes in a writing reasonably acceptable to State, all of the obligations of Buyer, (ii) State receives prior written notice of such assignment, (iii) the original Buyer remains fully liable for all obligations under this Agreement, and (iv) the assignee agrees to execute all documents and perform all obligations of Buyer as if such assignee were the original Buyer under this Agreement.

23. Indemnification. Buyer shall defend, indemnify, and hold the State harmless from and against any and all claims, liabilities, obligations, losses, damages, costs, and expenses, including, but not limited to, attorneys' fees, court costs, and litigation expenses that State may incur or sustain by reason of or in connection with any misrepresentation made by Buyer pursuant to this Agreement.

24. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival. All of the Buyer's and State's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Close of Escrow of the Property, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Grant Deed for the Property.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the Parties hereto.

(e) Entire Agreement. This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.

(f) Time of Essence. State and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to timely perform any of the terms, conditions, obligations, or provisions hereof by either Party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.

(g) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture, or any other association between Buyer and State.

(h) Construction/Exhibits. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and

vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(i) Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the State of California.

(j) Days of Week. A business day, as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 P.M. on the next business day.

(k) Possession of Property. Except as disclosed in the Title Documents and this Agreement, Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow.

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

(m) Electronic Copies. In order to expedite the transaction contemplated herein, electronically copied signatures sent via e-mail may be used in place of original signatures on this Agreement. State and Buyer intend to be bound by the signatures on the electronically copied document, and are aware that the other party will rely on the electronically copied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic copy of a signature.

(n) Termination Documents. If this Agreement is terminated prior to the Close of Escrow for any reason, Buyer shall deliver to State the following documents and materials (collectively hereinafter referred to as the "**Termination Documents**") (i) the Documents and Materials delivered to Buyer by State, and (ii) at no cost and without warranty as to correctness, copies of all inspections, investigations, tests and studies that were generated by Buyer and/or by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the deposit to Buyer, such deposit shall not be returned to Buyer unless and until Buyer has fulfilled its obligation to return to State the Termination Documents.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below.

STATE:

TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION
AN INSTITUTION OF THE STATE OF CALIFORNIA

BY: _____
ROBERT WILLIAMSON
CHIEF EXECUTIVE OFFICER

DATE: _____

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
DANIEL C. KIM, DIRECTOR

BY: _____
JEFFERY PEEK
SUPERVISING REAL ESTATE OFFICER
REAL PROPERTY SERVICES SECTION

DATE: _____

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

BY: _____
JOHN QUIROZ
BRANCH CHIEF

DATE: _____

BUYER:

CITY OF ANTIOCH
A MUNICIPAL CORPORATION

BY: _____
STEVE DURAN
CITY MANAGER

DATE: _____

ATTEST:

BY: _____
ARNE SIMONSEN
CITY CLERK

DATE: _____

FORM APPROVED:

BY: _____
DEREK COLE
INTERIM CITY ATTORNEY

DATE: _____

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RECEIPT BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that on _____, 2016, which, pursuant to Section 3, is the **Effective Date**, the undersigned received a fully executed duplicate original (with all appropriate Sections initialed by both parties) of the foregoing Agreement of Purchase and Sale and Initial Escrow Instructions by and between CITY OF ANTIOCH, a municipal corporation, as Buyer, and TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services, as State. Subject to Escrow Holder's receipt of acceptable escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement and to comply with these instructions.

Escrow Holder:

FIDELITY NATIONAL TITLE COMPANY
Escrow Officer
2150 John Glenn Drive, Suite 400
Concord, CA 94520

Escrow No.: FCHC-3081500199-DH
Attention: Debbie Heiden
Facsimile: (925)
Email: debbie.heiden@fnf.com

BY: _____

NAME: _____

ITS: _____

DATE: _____

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EXHIBIT A

PAGE 1 OF 2

LEGAL DESCRIPTION

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described in the Deed to the Twenty-third District Agricultural Association, recorded November 19, 1952 in Book 2027 Official Records at Page 476 and in the Certificate of Approval, recorded July 17, 1947 in Book 1079 Official Records at Page 382, both in Contra Costa County Records, consisting of three (3) parcels, more particularly described as follows:

PARCEL 1- FEE

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 49.96 feet; thence, leaving said easterly line, South 89°02'10" West, 121.36 feet; thence, North 00°47'06" East, 70.68 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 00°09'38" West, through a central angle of 00°48'47", an arc distance of 14.19 feet; thence, North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING.**

Containing 8,470 square feet or 0.19 acres, more or less.

PARCEL 2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 379.57 feet; thence, leaving said easterly line, South 89°02'10" West, 215.96 feet; thence, North 02°27'35" West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 06°35'35" East, through a central angle of 07°34'00", an arc distance of 132.06 feet; thence, North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING.**

Containing 91,204 square feet or 2.09 acres, more or less.

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EXHIBIT A

PAGE 2 OF 2

PARCEL 3

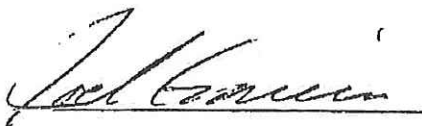
A Temporary Access Easement of duration twenty-two (22) months, expiring on October 31, 2017, to be used for ingress and egress on, over and across the following described parcel of land:

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING**.

Containing 19,016 square feet or 0.44 acres, more or less.

Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date



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EXHIBIT B

PAGE 1 OF 3

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

STEVE DURAN
CITY MANAGER
CITY OF ANTIOCH
P. O. BOX 5007
ANTIOCH, CA 94531-5007

ATTN: SCOTT BUENTING

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Agency: 23rd District Agricultural District
Project: W Antioch Creek Channel Improvement
Project No.: 7579-6D8399
ABMS: 140983 File: TR15038

A portion of Contra Costa County APN: 067-010-003

Pursuant to the provisions of Section 4051 of the California Food and Agricultural Code, the TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services, hereinafter called STATE, hereby GRANTS to

The CITY OF ANTIOCH, a municipal corporation, all that real property in the County of Contra Costa, State of California, as described in the attached Exhibit A, consisting of one page, and by reference made a part hereof, and as depicted in the map shown in the attached Exhibit B consisting of one page.

EXCEPTING AND RESERVING to the State of California all mineral deposits as defined in Section 6407 of the Public Resources Code below a depth of 500 feet, without surface rights of entry.

DATE: _____

STATE:

**TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION
AN INSTITUTION OF THE STATE OF CALIFORNIA**

BY: _____

ROBERT WILLIAMSON
CHIEF EXECUTIVE OFFICER

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
DANIEL C. KIM, DIRECTOR

BY: _____

JEFFERY PEEK
SUPERVISING REAL ESTATE OFFICER
REAL PROPERTY SERVICES SECTION

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

BY: _____

JOHN QUIROZ
BRANCH CHIEF

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EXHIBIT B

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EXHIBIT A

LEGAL DESCRIPTION

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described in the Deed to the Twenty-third District Agricultural Association, recorded November 19, 1952 in Book 2027 Official Records at Page 476 and in the Certificate of Approval, recorded July 17, 1947 in Book 1079 Official Records at Page 382, both in Contra Costa County Records, consisting of three (3) parcels, more particularly described as follows:

PARCEL 1- FEE

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South $00^{\circ}47'06''$ West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South $00^{\circ}47'06''$ West, 49.96 feet; thence, leaving said easterly line, South $89^{\circ}02'10''$ West, 121.36 feet; thence, North $00^{\circ}47'06''$ East, 70.68 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North $00^{\circ}09'38''$ West, through a central angle of $00^{\circ}48'47''$, an arc distance of 14.19 feet; thence, North $89^{\circ}02'10''$ East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of $91^{\circ}44'56''$, an arc distance of 32.03 feet to said **POINT of BEGINNING..**

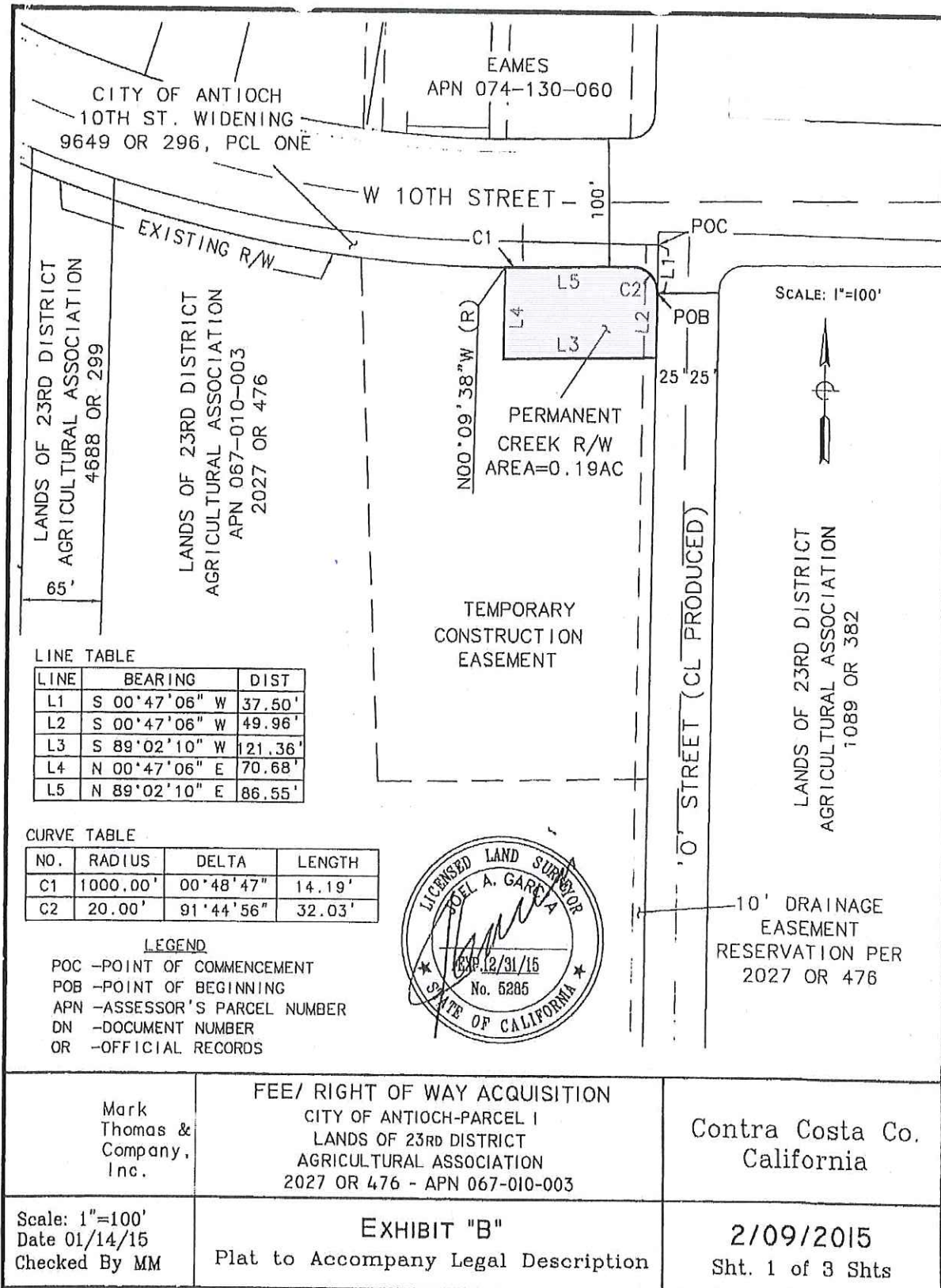
Containing 8,470 square feet or 0.19 acres, more or less.

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EXHIBIT B



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EXHIBIT C

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PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
191 Sand Creek Road, Suite 160 • Brentwood, CA 94513
(925)240-0070 • FAX (925)240-0080

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Debbie Calhoun
Title No.: FCHC-3081500199-DC

Escrow Officer: Debbie Heiden
E-Mail: debbie.heiden@fnf.com
Escrow No.: FCHC-3081500199 -DH

TO: Contra Costa County
255 Glacier Dr
Martinez, CA 94553
Attn:

PROPERTY ADDRESS(ES): APN: 067-010-003, Antioch, CA

EFFECTIVE DATE: March 15, 2015 at 07:30AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, AN INSTITUTION OF THE STATE OF CALIFORNIA, AS TO PARCELS ONE AND TWO; THE STATE OF CALIFORNIA, AS TO PARCEL THREE

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 067-010-003

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PORTION OF THE RANCHO LOS MEDANOS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 18, BLOCK "A", AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF HOOPER'S ADDITION TO THE TOWN OF ANTIOCH", CONTRA COSTA COUNTY, CALIFORNIA, FILED JULY 13, 1914, IN MAP BOOK 11, PAGE 261, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF TENTH STREET WITH THE EASTERLY LINE OF "L" STREET, AS DELINEATED UPON SAID MAP; THENCE ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF TENTH STREET, WEST 60 FEET TO THE WESTERLY LINE OF "L" STREET; THENCE ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF "L" STREET, SOUTH 100 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN .23 ACRE PARCEL DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO HARRY H. BOYER AND HELEN H. BOYER, HIS WIFE, AS JOINT TENANTS, DATED NOVEMBER 15, 1943, RECORDED NOVEMBER 20, 1943, IN BOOK 761 OF OFFICIAL RECORDS, PAGE 203, UNDER RECORDER'S SERIAL NO. 24470, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID "BOYER" PARCEL AND ITS WESTERLY PROLONGATION, WEST A DISTANCE OF 200 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO EWART M. WOODMAN AND ALBERTA WOODMAN, HIS WIFE, AS JOINT TENANTS, DATED DECEMBER 7, 1944, RECORDED DECEMBER 14, 1944, IN BOOK 792 OF OFFICIAL RECORDS, PAGE 493, UNDER RECORDER'S SERIAL NO. 27594; THENCE ALONG THE WESTERLY LINE OF SAID "WOODMAN" PARCEL, NORTH 100 FEET TO THE SOUTH LINE OF TENTH STREET; THENCE ALONG SAID SOUTH LINE, WEST 880 FEET TO A POINT; THENCE PARALLEL TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF "O" STREET, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "WESTERN SUBDIVISION", CONTRA COSTA COUNTY, CALIFORNIA; FILED SEPTEMBER 12, 1946, IN MAP BOOK 30, PAGES 50 AND 51, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SOUTH 2056.40 FEET TO THE NORTHERLY LINE OF THE SOUTHERN PACIFIC COMPANY RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 75° 09' 30" EAST, 1070.98 FEET TO THE WESTERLY LINE OF THE COUNTY ROAD BEING THE SOUTHERLY EXTENSION OF "L" STREET, AS SHOWN ON THE MAP OF THE TOWN OF ANTIOCH; THENCE ALONG SAID WESTERLY LINE, NORTH 3° 53' WEST, 660.64 FEET AND NORTH 1571.61 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PORTION OF THE RANCHO LOS MEDANOS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO THE TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, RECORDED JULY 17, 1947, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND STATE, IN VOLUME 1079 OF OFFICIAL RECORDS, AT PAGE 382, AND WHICH POINT OF BEGINNING BEARS SOUTH ALONG SAID WEST LINE, DISTANT THEREON 10 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL; THENCE FROM SAID POINT OF BEGINNING, RUNNING ALONG SAID WEST LINE, SOUTH 2046.40 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE RUNNING ALONG SAID NORTHERLY RAILROAD LINE, NORTH 75° 09' 30" WEST, 451.18 FEET; THENCE LEAVING SAID NORTHERLY RAILROAD LINE, NORTH 1973.03 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO THE COUNTY OF CONTRA COSTA, RECORDED AUGUST 27, 1946, IN THE OFFICE OF THE RECORDER

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Title No.: FCHC-3081500199-DC

EXHIBIT "A"

Legal Description
(continued)

OF SAID COUNTY AND STATE, IN VOLUME 924 OF OFFICIAL RECORDS, AT PAGE 485, FROM WHICH POINT THE CENTER OF A CURVE TO THE LEFT, CONCAVE TO THE NORTH, WITH A RADIUS OF 990 FEET, BEARS NORTH 16° 47' 50" EAST; THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 290.22 FEET; THENCE TANGENT TO THE LAST PRECEDING COURSE, EAST 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A PORTION OF THE RANCHO LOS MEDANOS, BEING A STRIP OF LAND, 65 FEET IN WIDTH, RIGHT ANGLE MEASUREMENTS, THE EAST LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO COUNTY OF CONTRA COSTA, RECORDED AUGUST 27, 1946, IN BOOK 924, OFFICIAL RECORDS, AT PAGE 485, AT THE WEST LINE OF THE 20 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO 23RD DISTRICT AGRICULTURAL ASSOCIATION, RECORDED NOVEMBER 19, 1952, IN BOOK 2027, OFFICIAL RECORDS, AT PAGE 474; THENCE FROM SAID POINT OF BEGINNING, SOUTH ALONG SAID WEST LINE, TO A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY 65 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY.

THE NORTHERLY TERMINUS OF SAID 65 FOOT STRIP OF LAND IS THE SOUTH LINE OF SAID COUNTY OF CONTRA COSTA PARCEL, 924 OR 485, AND THE SOUTHERLY TERMINUS THEREOF IS A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY 65 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY.

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EXHIBIT C

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Title No.: FCHC-3081500199-DC

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. Rights of the public and the City of Antioch over that portion of premises lying within the lines of "L" Street as the same now exists.
5. Rights of the public and the City of Antioch over that portion of premises lying within the lines of 10th Street as the same now exists.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: C. A. Hopper & Co., a corporation
Purpose: Drainage
Recording Date: November 19, 1952
Recording No.: 53274, Book 2027, Page 474, Official Records
Affects: Easterly 10 feet of Parcel Two

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Antioch
Purpose: A drainage flood control ditch
Recording Date: October 1, 1964
Recording No.: 88395, Book 4714, Page 51, Official Records
Affects: Easterly and Southerly 65 feet of Parcel Two

8. Matters contained in that certain document

Entitled: Notice of Federal Interest
Dated: March 12, 2004
Executed by: Contra Costa County Community Services Department
Recording Date: March 12, 2004
Recording No.: 2004-84909, Official Records

Reference is hereby made to said document for full particulars.

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EXHIBIT C

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Title No.: FCHC-3081500199-DC

EXCEPTIONS

(continued)

9. Matters contained in that certain document

Entitled: Notice of Federal Interest
Dated: March 12, 2004
Executed by: Contra Costa County Community Services Department
Recording Date: March 12, 2004
Recording No.: 2004-84910, Official Records

Reference is hereby made to said document for full particulars.

10. This Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Twenty-Third District Agricultural Association

- a. A copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of the resolution authorizing the subject transaction, together with a Certificate of Compliance pursuant to Section 5912 or 7912 Corporations Code.
- c. If the Articles and/or By-laws require approval by a "parent" organization, a copy of those By-laws and Articles of Incorporation is required.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

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EXHIBIT C
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Title No.: FCHC-3081500199-DC

NOTES

Note 1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Structure, known as APN: 067-010-003, Antioch, CA, to an Extended Coverage Loan Policy.

Note 2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	067-010-003
Fiscal Year:	2014-2015
1st Installment:	\$10,031.79
2nd Installment:	\$10,031.79
Exemption:	\$0.00
Land:	\$976,531.00
Improvements:	\$2,766,565.00
Personal Property:	\$0.00
Code Area:	53040
Bill No.:	058795

Note 4. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 5. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 6. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

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EXHIBIT C

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: January 6, 2015

Order No.: FCHC-3081500199--DH

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

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EXHIBIT C
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PRIVACY NOTICE
(continued)

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

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PRIVACY NOTICE
(continued)

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354 privacy@fnf.com

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ATTACHMENT ONE

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

EXHIBIT C

PAGE 12 OF 19

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

ATTACHMENT ONE
(CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

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ATTACHMENT ONE
(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule Aor
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

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Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

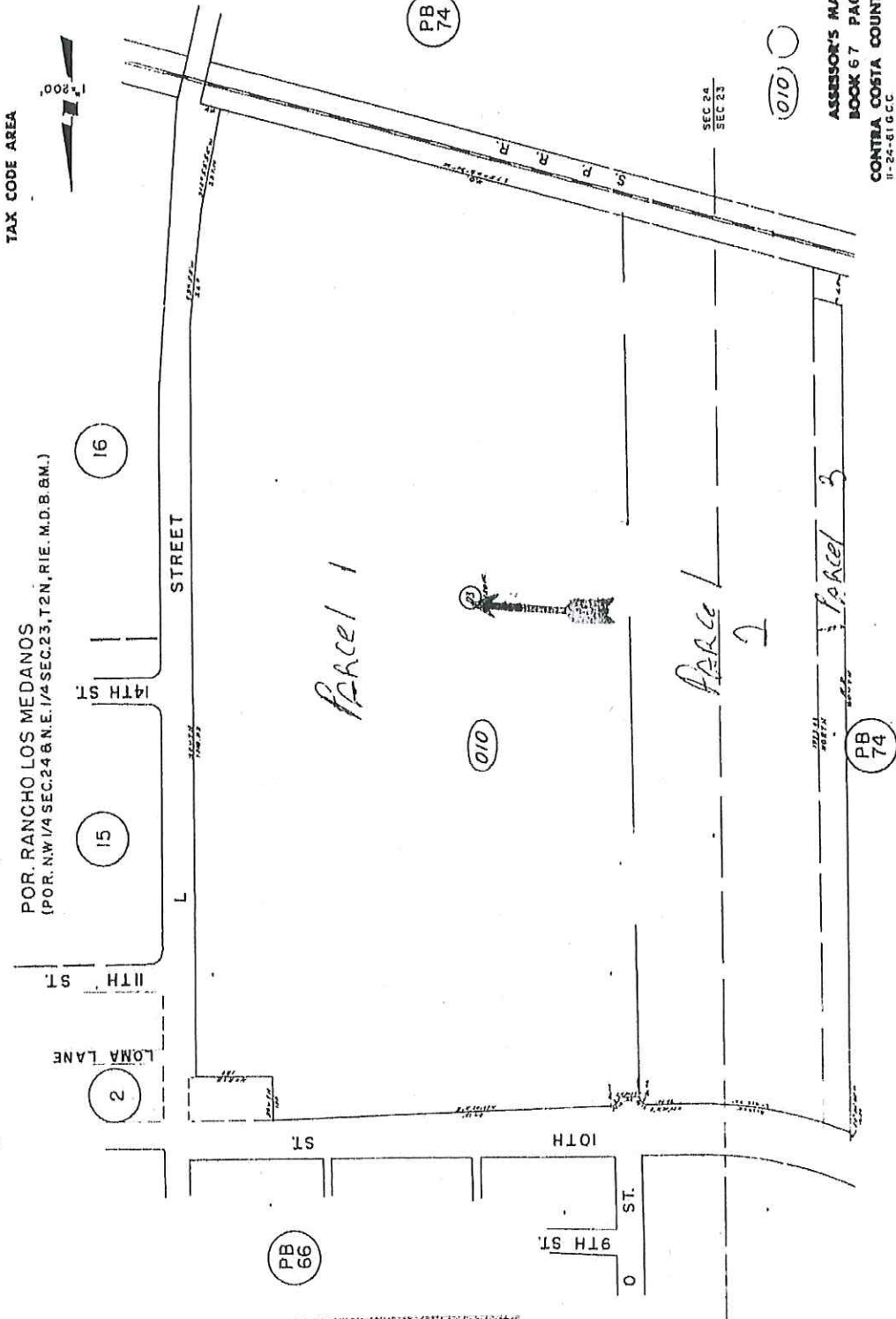
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

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EXHIBIT C
PAGE 19 OF 19



ASSESSOR'S MAP
 BOOK 67 PAGE 01
 CONTRA COSTA COUNTY, CALIF
 11-24-61 G.C.C.

*Important: This plat is not a survey. It is intended as a convenience to locate the land to which it applies and other lands and NOT to guarantee any dimensions, area or boundary or otherwise.

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EXHIBIT D
PAGE 1 OF 10

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

STEVE DURAN
CITY MANAGER
CITY OF ANTIOCH
P. O. BOX 5007
ANTIOCH, CA 94531-5007

ATTN: SCOTT BUENTING

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TEMPORARY EASEMENT FOR CONSTRUCTION AND ACCESS	AGENCY: 23rd District Agricultural Association
	PROJECT: West Antioch Creek Improvement
	PROJECT No.: 7579-6D8399
	FILE: TR 15038
	ABMS: 140461
Portion of Contra Costa County APN: 067-010-003	

THIS GRANT OF TEMPORARY EASEMENT ("Easement") is made and entered into this _____ day of _____ 2016 by and between the TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services, hereinafter called STATE, and CITY OF ANTIOCH, a municipal corporation, its officers, employees, agents and contractors, hereinafter referred to as GRANTEE.

STATE hereby grants permission to GRANTEE to enter upon that real property, being a portion of the Contra Costa County Fairgrounds with a street address of 1201 West 10th Street, Antioch, California, as described in the attached Exhibit A as Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement), consisting of two pages, and by reference made a part hereof, and as depicted in a map shown in the attached Exhibit B consisting of two pages, for the purposes of a temporary construction easement and temporary access easement.

This Easement is subject to the following terms and conditions.

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect said real property.
2. GRANTEE waives all claims against STATE, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and GRANTEE agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by STATE, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by GRANTEE of the rights hereby granted, except those arising out of the sole negligence of STATE.
3. STATE reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with GRANTEE's rights herein.

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EXHIBIT D

PAGE 2 OF 10

4. GRANTEE's access to Contra Costa County Fairgrounds shall only be from West 10th Street onto O Street and limited to GRANTEE, its agents, assignees and contractors. GRANTEE shall not consent to the use of any of said Easement by members of the public.
5. GRANTEE shall furnish a certificate of insurance issued to STATE with amounts of Commercial General Liability of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and Fire and Legal Liability of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) naming the STATE of California, its officers, agents and employees as additional insured. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of A- or better. It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this provision.

The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without 30-days prior written notice to STATE. GRANTEE agrees that the insurance herein provided for shall be in effect at all times during the term of this Easement.

In the event that said insurance coverage expires or is terminated at any time or times during the term of this Easement, GRANTEE agrees to provide STATE at least 30-days prior to said expiration or termination date, a new certificate of insurance evidencing insurance coverage as provided for herein.

In the event GRANTEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, immediately terminate this Easement upon the occurrence of such event.

If GRANTEE is self-insured, GRANTEE shall provide STATE with written acknowledgement of this fact at the time of the execution of this Easement. GRANTEE shall thereafter, provide STATE with a written acknowledgement of the continuation of its self-insured status upon renewal of said policy if said renewal period occurs during the term of this Easement specified herein. If at any time after the execution of this Easement, GRANTEE abandons its self-insured status, GRANTEE shall immediately notify STATE of this fact.

6. GRANTEE understands that Easement is a temporary interest and the Easement period terms are as follows:
 - a. Term: The Easement shall commence upon the recordation of this Easement and terminate on October 31, 2017;
 - b. Request to Extend. Upon written request, GRANTEE may request to extend the Easement term. Approval of the request to extend is at STATE's sole discretion, which shall not be unreasonably withheld, and shall be extended only with STATE's prior written approval. If the Easement is extended, Buyer shall pay a monthly fee of THREE THOUSAND THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND NO/100THS DOLLARS (\$3,388.00). Said fee will be paid to STATE at time of Easement extension. Termination in any event shall occur on or before October 31, 2019; and
 - c. Termination: GRANTEE shall execute a quitclaim deed ("**Quitclaim**"), in the form attached as Exhibit C, consisting of three pages, and by reference made a part hereof, to relinquish the Buyer's temporary Easement interests in Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement). The fully executed Quitclaim shall be deposited with Fidelity National Title Company, 2150 John Glenn Drive, Suite 400, Concord, California, 94520, Escrow No. FCHC-3081500199-DH (Attention: Debbie Heiden) (Escrow Holder), and held for recordation on or before sixty (60) days following October 31, 2017; or, if State approves Buyer's request to extend, the extended Easement date. If Easement term is extended, State shall notify Escrow Holder in writing of the agreed upon extended Easement date.

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EXHIBIT D

PAGE 3 OF 10

7. GRANTEE shall comply with all local, state, and federal laws and regulations while exercising its rights found herein.

IN WITNESS WHEREOF, the STATE and GRANTEE have each caused this instrument to be duly executed as of the date written above.

STATE:

**TWENTY-THIRD DISTRICT AGRICULTURAL
ASSOCIATION**
AN INSTITUTION OF THE STATE OF CALIFORNIA

By: _____
ROBERT WILLIAMSON
CHIEF EXECUTIVE OFFICER

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
DANIEL C. KIM, DIRECTOR

By: _____
JEFFERY PEEK
SUPERVISING REAL ESTATE OFFICER
REAL PROPERTY SERVICES SECTION

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

By: _____
JOHN QUIROZ
BRANCH CHIEF

GRANTEE:

CITY OF ANTIOCH
A MUNICIPAL CORPORATION

By: _____
STEVE DURAN
CITY MANAGER

ATTEST:

CITY CLERK

By: _____
ARNE SIMONSEN
CITY CLERK

DATE: _____

RECOMMENDED FOR APPROVAL:

CITY ATTORNEY

By: _____
DEREK COLE
INTERIM CITY ATTORNEY

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EXHIBIT D

PAGE 4 OF 10

EXHIBIT A

LEGAL DESCRIPTION

PAGE 1 OF 2

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described in the Deed to the Twenty-third District Agricultural Association, recorded November 19, 1952 in Book 2027 Official Records at Page 476 and in the Certificate of Approval, recorded July 17, 1947 in Book 1079 Official Records at Page 382, both in Contra Costa County Records, consisting of three (3) parcels, more particularly described as follows:

PARCEL 2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South $00^{\circ}47'06''$ West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South $00^{\circ}47'06''$ West, 379.57 feet; thence, leaving said easterly line, South $89^{\circ}02'10''$ West, 215.96 feet; thence, North $02^{\circ}27'35''$ West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North $06^{\circ}35'35''$ East, through a central angle of $07^{\circ}34'00''$, an arc distance of 132.06 feet; thence,

North $89^{\circ}02'10''$ East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of $91^{\circ}44'56''$, an arc distance of 32.03 feet to said **POINT of BEGINNING**..

A40

EXHIBIT D

PAGE 5 OF 10

**EXHIBIT A
LEGAL DESCRIPTION
PAGE 2 OF 2**

PARCEL 3

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING**.

Containing 19,016 square feet or 0.44 acres, more or less.

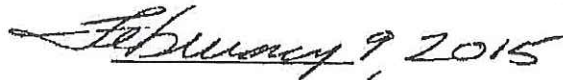
Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date



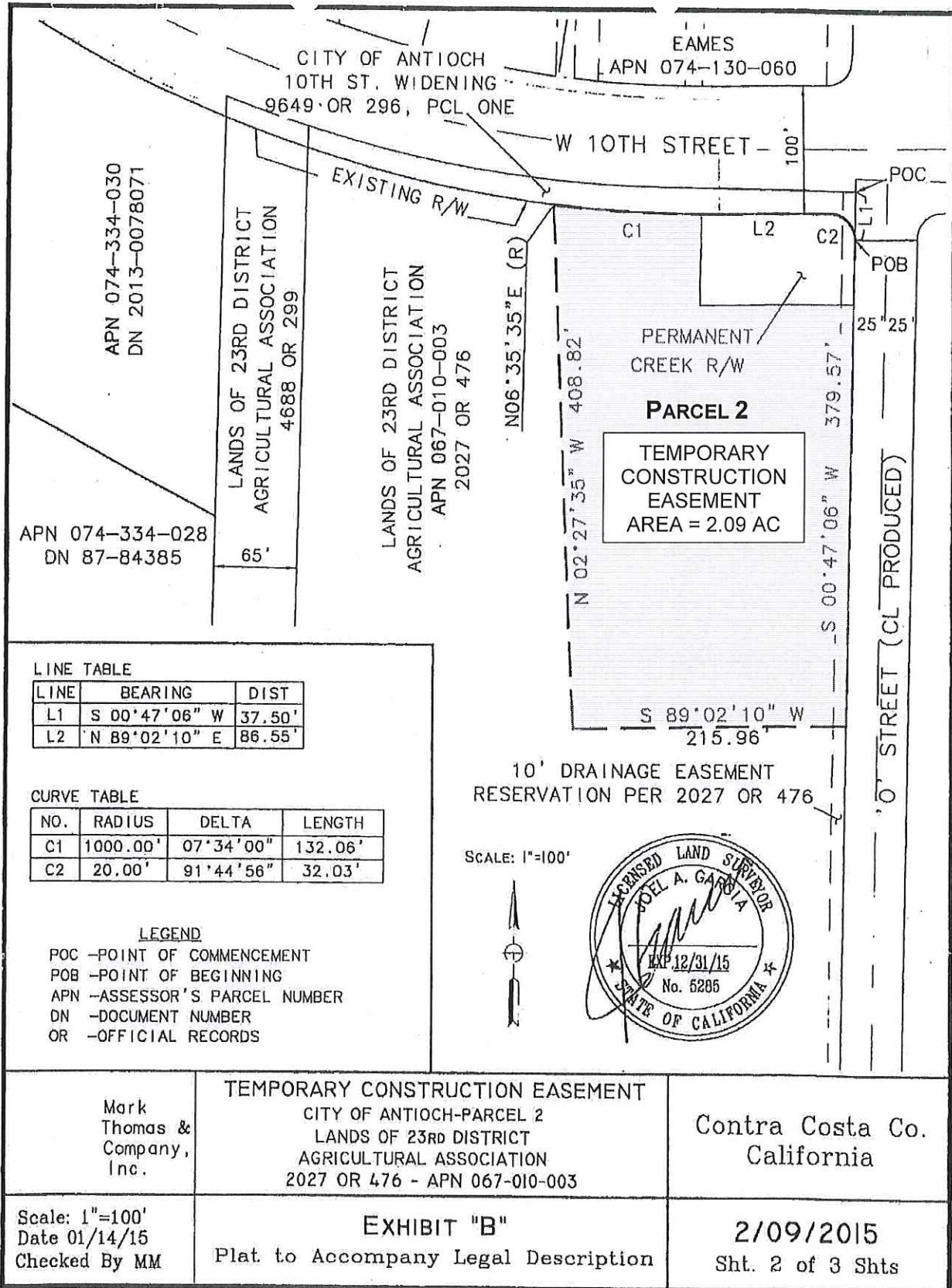
A41

EXHIBIT D

PAGE 6 OF 10

EXHIBIT B

PAGE 1 OF 2



LINE TABLE

LINE	BEARING	DIST
L1	S 00° 47' 06" W	37.50'
L2	N 89° 02' 10" E	86.55'

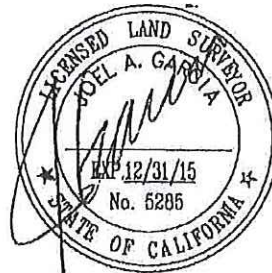
CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	1000.00'	07° 34' 00"	132.06'
C2	20.00'	91° 44' 56"	32.03'

LEGEND

- POC -POINT OF COMMENCEMENT
- POB -POINT OF BEGINNING
- APN -ASSESSOR'S PARCEL NUMBER
- DN -DOCUMENT NUMBER
- OR -OFFICIAL RECORDS

SCALE: 1"=100'



Mark
Thomas &
Company,
Inc.

TEMPORARY CONSTRUCTION EASEMENT
CITY OF ANTIOCH-PARCEL 2
LANDS OF 23RD DISTRICT
AGRICULTURAL ASSOCIATION
2027 OR 476 - APN 067-010-003

Contra Costa Co.
California

Scale: 1"=100'
Date 01/14/15
Checked By MM

EXHIBIT "B"
Plat to Accompany Legal Description

2/09/2015
Sht. 2 of 3 Shts

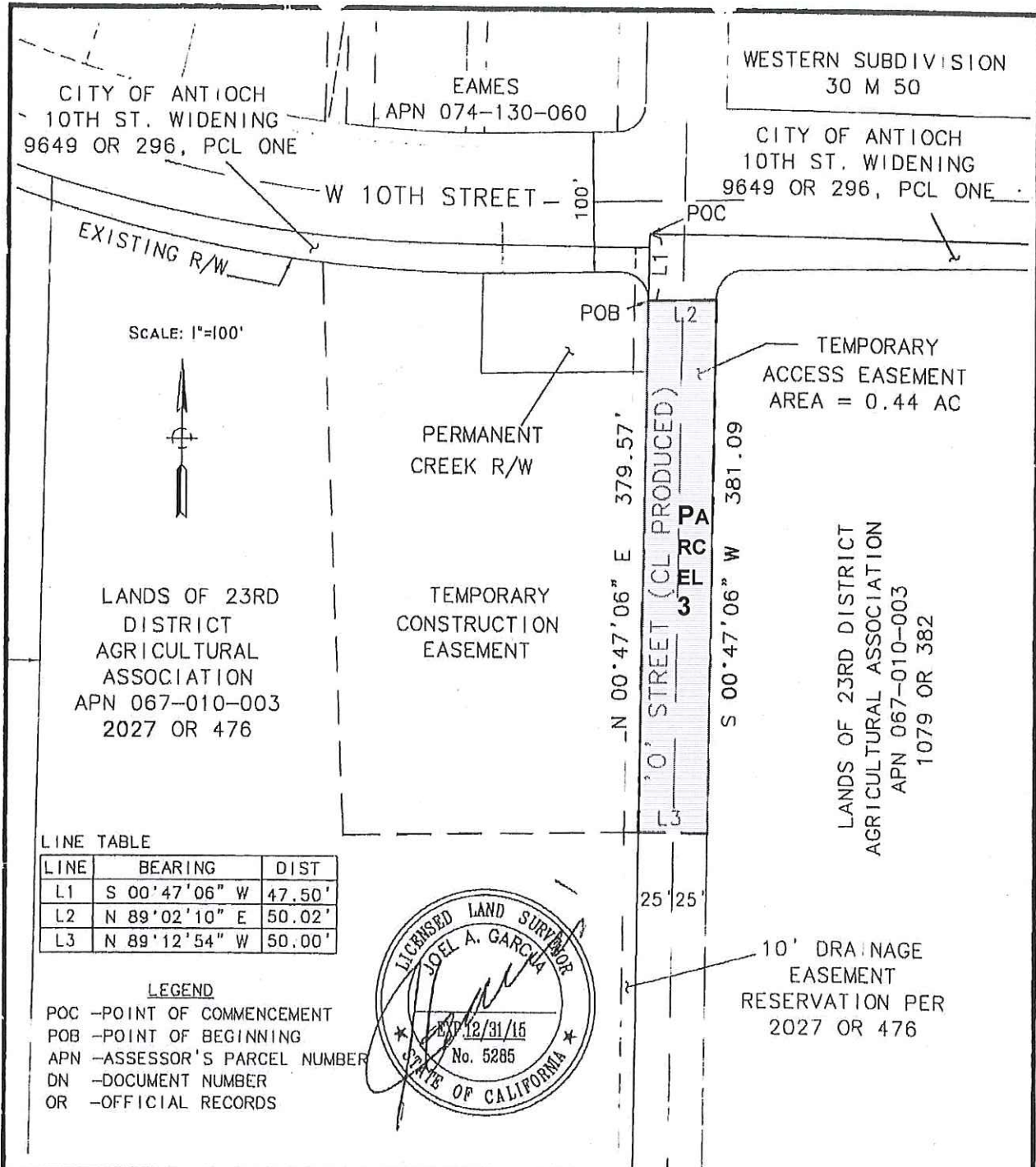
A42

EXHIBIT D

PAGE 7 OF 10

EXHIBIT B

PAGE 2 OF 2



Mark Thomas & Company, Inc.	TEMPORARY ACCESS EASEMENT CITY OF ANTIOCH-PARCEL 3 LANDS OF 23RD DISTRICT AGRICULTURAL ASSOCIATION 1079 OR 382 - APN 067-010-003	Contra Costa Co. California
Scale: 1"=100' Date 01/14/15 Checked By MM	EXHIBIT "B" Plat to Accompany Legal Description	2/09/2015 Sht. 3 of 3 Shts

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EXHIBIT D

PAGE 8 OF 10

EXHIBIT C

PAGE 1 OF 3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA Department of General Services Real Estate Services Division Attn: Patricia Cain Ely 707 Third Street · 5 th Floor West Sacramento, CA 95605
--

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT QUITCLAIM DEED	AGENCY: 23rd District Agricultural Association
	PROJECT: West Antioch Creek Improvement
	PROJECT No.: 7579-6D8399
	FILE: TR 15038
	ABMS: 140461

Portion of Contra Costa County APN: 067-010-003

The City of Antioch, a municipal corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the STATE OF CALIFORNIA, its successors and assigns, any and all of its right, title and interest and claim in and to the real property situated in the State of California, County of Contra Costa, described on the attached Exhibit A as Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement), consisting of one page, and by reference made a part hereof, and as depicted in a map shown in the attached Exhibit B consisting of one page.

DATE: _____

CITY OF ANTIOCH, a municipal corporation

BY: _____

NAME: _____

TITLE: _____

A44

EXHIBIT D

PAGE 9 OF 10

EXHIBIT C

PAGE 2 OF 3

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 379.57 feet; thence, leaving said easterly line, South 89°02'10" West, 215.96 feet; thence, North 02°27'35" West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 06°35'35" East, through a central angle of 07°34'00", an arc distance of 132.06 feet; thence,

North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING**..

Containing 91,204 square feet or 2.09 acres, more or less.

PARCEL 3

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING**..

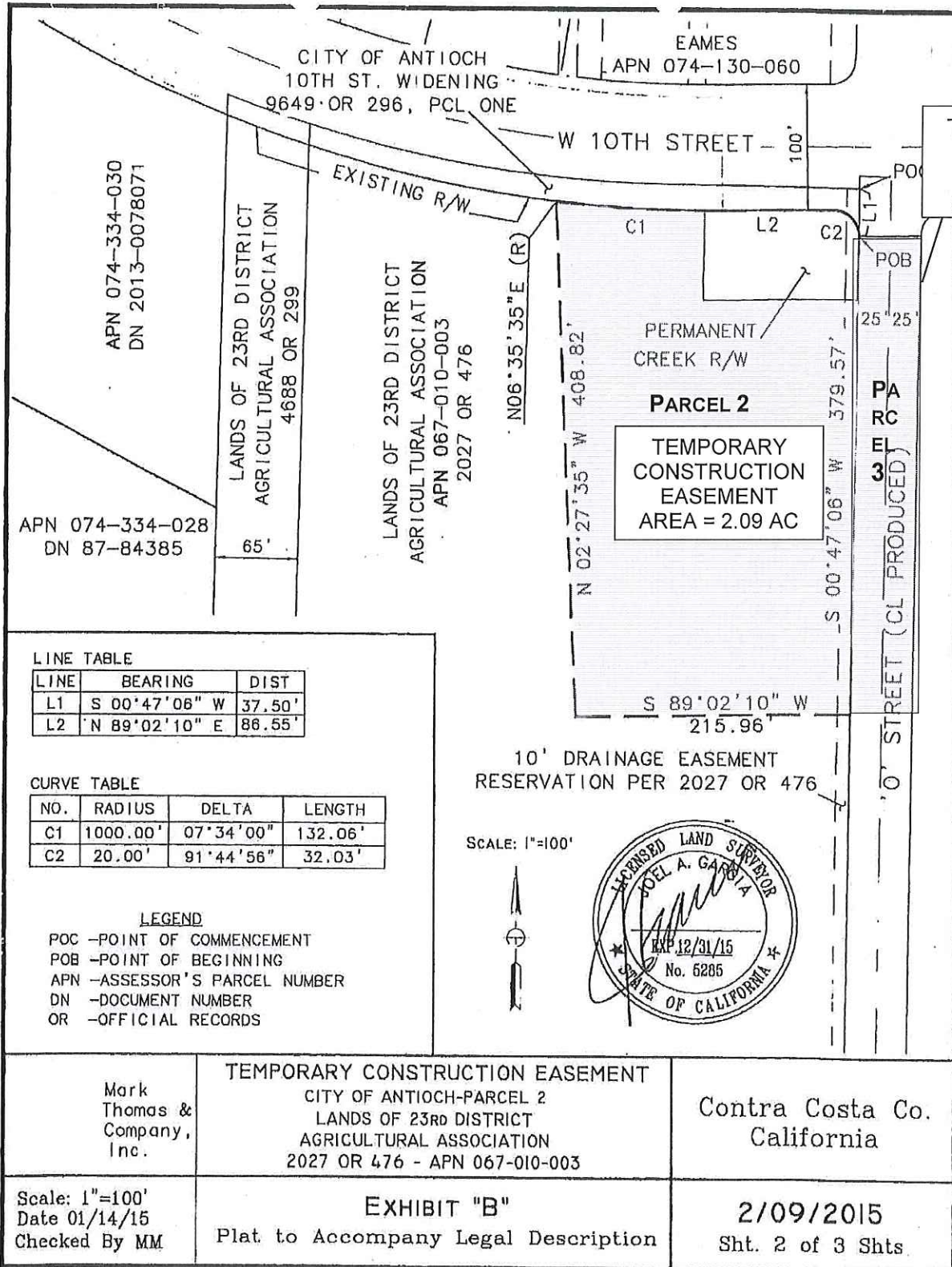
Containing 19,016 square feet or 0.44 acres, more or less.

A45

EXHIBIT D
PAGE 10 OF 10

EXHIBIT C
PAGE 3 OF 3

EXHIBIT B



LINE TABLE

LINE	BEARING	DIST
L1	S 00°47'06" W	37.50'
L2	N 89°02'10" E	86.55'

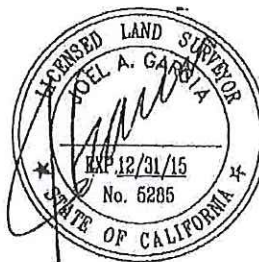
CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	1000.00'	07°34'00"	132.06'
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LEGEND

- POC -POINT OF COMMENCEMENT
- POB -POINT OF BEGINNING
- APN -ASSESSOR'S PARCEL NUMBER
- DN -DOCUMENT NUMBER
- OR -OFFICIAL RECORDS

SCALE: 1"=100'



Mark
Thomas &
Company,
Inc.

TEMPORARY CONSTRUCTION EASEMENT
CITY OF ANTIOCH-PARCEL 2
LANDS OF 23RD DISTRICT
AGRICULTURAL ASSOCIATION
2027 OR 476 - APN 067-010-003

Contra Costa Co.
California

Scale: 1"=100'
Date 01/14/15
Checked By MM

EXHIBIT "B"
Plat to Accompany Legal Description

2/09/2015
Sht. 2 of 3 Shts

A46

EXHIBIT E

PAGE 1 OF 3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
Department of General Services
Real Estate Services Division
Attn: Patricia Cain Ely
707 Third Street · 5th Floor
West Sacramento, CA 95605

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT QUITCLAIM DEED	AGENCY: 23rd District Agricultural Association PROJECT: West Antioch Creek Improvement PROJECT No.: 7579-6D8399 FILE: TR 15038 ABMS: 140461
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Portion of Contra Costa County APN: 067-010-003

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DATE: _____

CITY OF ANTIOCH, a municipal corporation

By: _____

NAME: _____

TITLE: _____

A47

EXHIBIT E

PAGE 2 OF 3

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2

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Containing 91,204 square feet or 2.09 acres, more or less.

PARCEL 3

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING**.

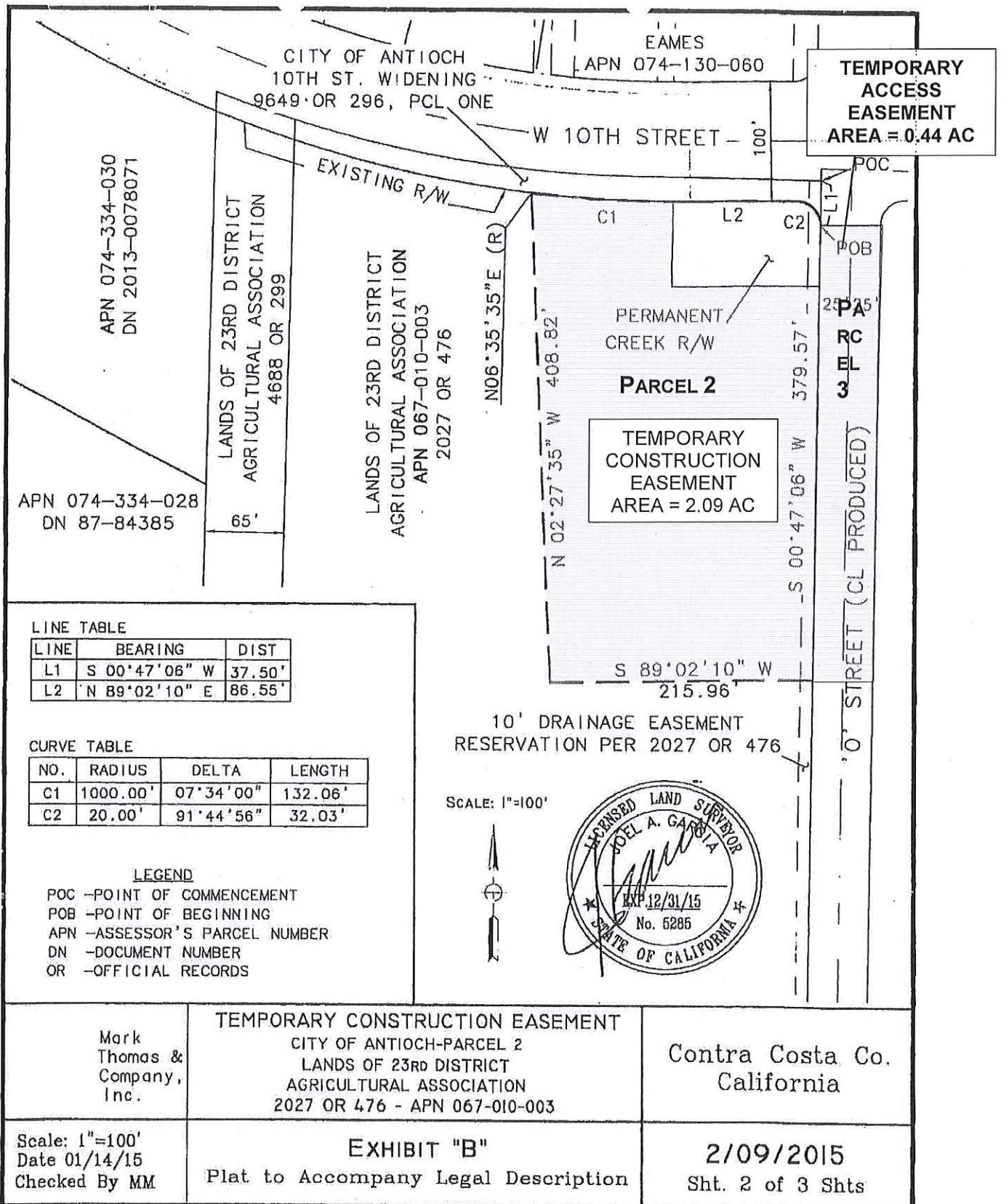
Containing 19,016 square feet or 0.44 acres, more or less.

A48

EXHIBIT E

PAGE 3 OF 3

EXHIBIT B



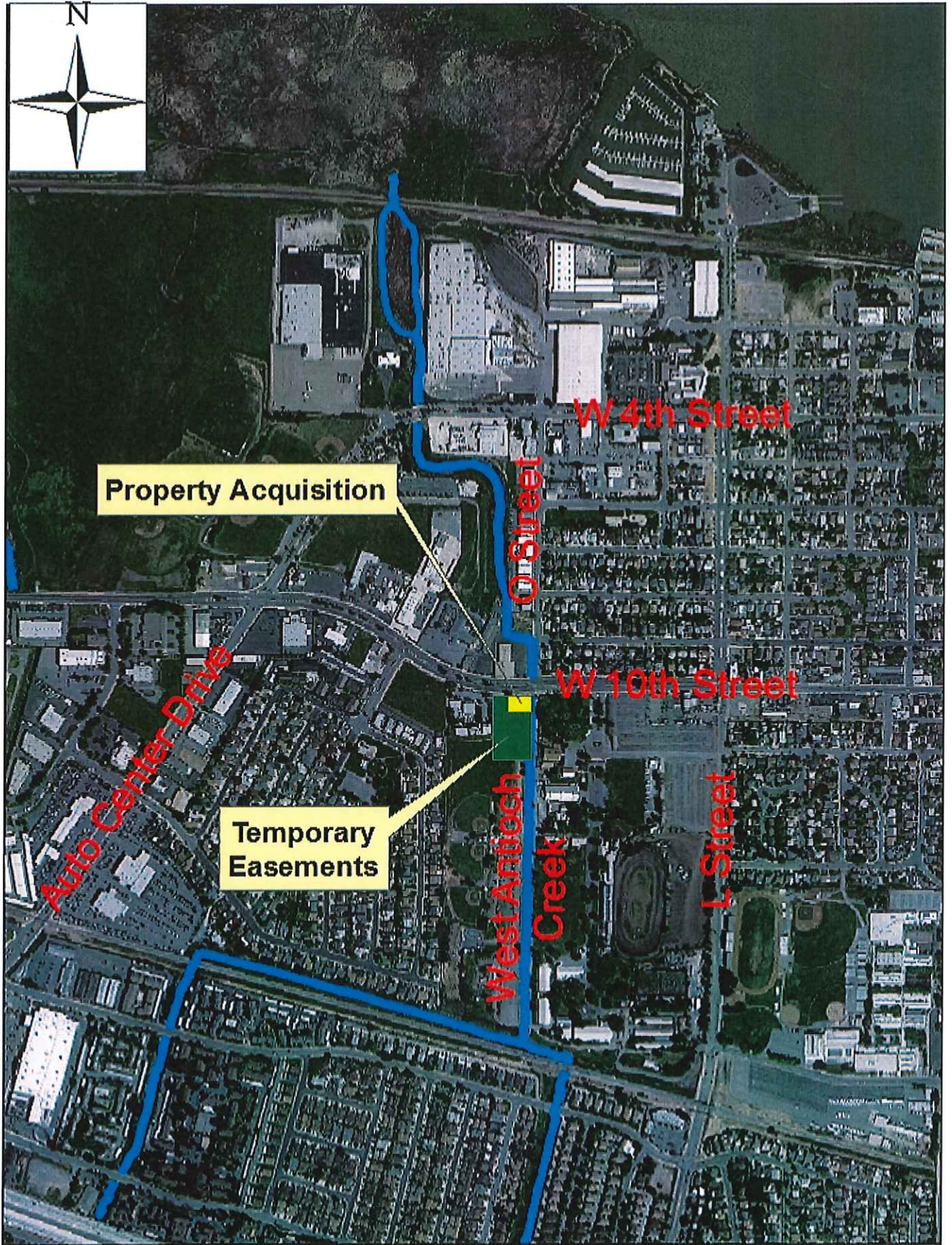
A49

EXHIBIT F

LIST OF DOCUMENTS AND MATERIALS

- A. **Appraisal Review Report** of subject property performed by Department of General Services;
- B. **Grant Deed** from the State of California to City of Antioch for Parcel 1-FEE sent via electronic mail on _____ ;
- C. **Easement** for temporary construction easement (Parcel 2) and temporary access easement (Parcel 3) purposes sent on _____ ,2016 by electronic mail;
- D. **Quitclaim Deed** from City of Antioch releasing temporary easement interests in Parcel 2 and Parcel 3 to State of California sent via electronic mail on _____ 2016; and
- E. **Unrecorded Rights Letter** certified by Robert Williamson, Chief Executive Officer, 23rd District Agricultural Association sent via electronic mail on _____ ,2016.

Attachment "B"



Vicinity Map

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 12 - MARCH 10, 2016
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund

361396 MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	2,860.00
361434 STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	5,719.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 12 - MARCH 10, 2016
FUND/CHECK#

227 Housing Fund		
<i>Housing - CIP</i>		
926199 ANKA BEHAVIORAL HEALTH INC	CDBG SERVICES	1,965.69



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

SUBJECT: **PARKS AND RECREATION COMMISSION APPOINTMENTS FOR THREE (3) FULL-TERM VACANCIES EXPIRING MARCH 2020**

RECOMMENDED ACTION

It is recommended that the City Council receive and file the attached applications, and the Mayor nominate and Council appoint, three members to the Parks and Recreation Commission to serve full-term vacancies that expire March 2020.

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

Administering the Commission is a budgeted function of the Department; there is no additional fiscal impact. Commissioners serve in a voluntary role.

DISCUSSION

The term for three members of the Parks and Recreation Commission expires March 30, 2016. The Commission vacancies were posted and four residents submitted applications during the recruitment period ending January 29, 2016. The applicants were interviewed by Mayor Harper and Nancy Kaiser, Parks and Recreation Director. The term for these appointments will expire March 2020.

The applicants are as follows:

Ken Gray
Nora Foster
Sandra Kelly
Rodney McClelland

ATTACHMENTS

Applications



RECEIVED

JAN 29 REC'D
2006
CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION

Three (3) 4-year Terms

Print your name Kew GRAY

Address [REDACTED] City ANTIOCH

ZIP Code 94509 Phone (H) [REDACTED] (W) - (C) [REDACTED]

e-mail address [REDACTED]

Employer RETIRED

Address - City -

Occupation -

How long have you lived in Antioch? 35 YEARS

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

- 1) TO CONTINUE MY INVOLVEMENT IN THE FIELD OF PARKS & REC.
- 2) MY INTEREST IN ANTIOCH & EAST COUNTY.
- 3) BRING MY EXPERIENCE TO ISSUES THAT REVOLVE AROUND PARKS & RECREATION IN ANTIOCH.

Have you attended any meetings of this commission? YES

Have you had any previous city community service on this commission? (If yes, please explain) NONE

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I have been employed in the field of PARKS & RECREATION FOR OVER 45 YEARS IN THE BAY AREA, I HAVE STAFFED COMMUNITY CENTERS, SENIOR CENTERS, SPORTS FACILITIES, OVERSEEN RECREATION CLASSES & PROGRAMS AND SERVED ON VARIOUS COMMUNITY EVENTS COMMITTEES.

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

CURRENTLY I SERVE ON A NUMBER OF NON PROFIT BOARDS.
MY INVOLVEMENT IN THESE GROUPS WILL BRING A POINT
OF VIEW FROM DIFFERENT PERSPECTIVES IN THE COMMUNITY.
I'M CURRENTLY ON THE ANTIOCH HISTORICAL SOCIETY,
FIRST BAPTIST HEADSTART, JOHN MOIR CARING HANDS,
PITTSBURG BOCCIE BALL AND THE TRI DELTA BOARD
OF DIRECTORS.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? yes

Please attach your resume (*required to be considered for appointment*).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

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

Ken Gray
Signature

1/29/2016
Date

RECEIVED

JAN 29 2016

CITY OF ANTIOCH
CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION

Three (3) 4-year Terms

Print your name Nora Foster
Address [REDACTED] City Antioch
ZIP Code 94531 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]
e-mail address [REDACTED]

Employer Alameda County Social Services
Address 401 Broadway Street City Oakland
Occupation Child Welfare Worker (social worker)
How long have you lived in Antioch? 2+ years

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

- To help make decisions on recreational programs in the community for the community, especially teens.
- To try and better the community by providing the appropriate programs.
- To help create programs that provides positive choices for youths.

Have you attended any meetings of this commission? NO

Have you had any previous city community service on this commission? (If yes, please explain) N/A

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? The ability to work under pressure, to work in a fast paced environment, and the ability to work with the community at large, I have excellent management and office skills, including interpersonal skills.

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

I have a Masters degree in Social Work and an undergraduate in Organizational Behavior. Lastly, I have years of experience working with children and youth.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? YES

Please attach your resume (*required to be considered for appointment*).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

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

NEOSAND

Signature

1/28/2016

Date

NORAH FOSTER

Education:

MSW, California State University East Bay
Title IV-E MSW Child Welfare Training Stipend, Recipient

BS, University of San Francisco
Majored in Organizational Behavior with Minor in Telecommunications

Employment History:

Child Welfare Worker II, Alameda County, 10/2007 – Present

Worked in various programs such as Family Maintenance, Individual Living Skills, Family Reunification, and Adoptions – Court programs.

- Meet regularly with parents to document their progress with case plan and/or resolve any challenges that may have arisen.
- Meet regularly with children and youth in their current placement to ensure their safety and well-being.
- Consistently assess permanency options for children & youth placed out-of-home.
- Make appropriate referrals to community partners on behalf of the family.
- Prepare Status Review Reports for the Court detailing the parents' progress with their case plan and providing the Court with information on the child's well-being.
- Attend Court hearings to inform the Court of the parents' progress with case plan goals, the child's well-being, and to address any issues or concerns that may have arisen.
- Provided transportation and arranged visitations for children, youth, and birth families.
- The ability to use CWS/CMS (Child Welfare System/Case Management System) to input case notes, extract information, and create Court reports.
- Prepare and file legal documents with the Court or the State as appropriate.

Social Case Worker, Contra Costa County Children and Family Services, 2006-2007, intern

Worked in the Continuing Services Bureau as primary and secondary worker on Family Maintenance, Permanent Placement, and Guardianship cases.

- Prepare Status Review Reports for the Court detailing the parents' progress with their case plan and providing the Court with information on the child's well-being using CWS/CMS.
- Supervised visits between children and birth families
- Conducted investigations and interviews on ER Referrals
- Made appropriate referrals to community partners on behalf of the family.
- Met regularly with children and youth in their current placement to ensure their safety and well-being.
- Met with biological families and caregivers regularly to ensure child's stability.
- Provided transportation and arranged visitations for birth family and child.

NORAH FOSTER

Resume, con't...

Case Manager, Building Futures with Women and Children, 2005-2006, *intern*

- Provided resources for homeless women and children.
- Developed comprehensive service plans for clients and monitored their progress.
- Provided referrals and information to clients on community resources.
- Acted as liaison to outside resources and collaborations by establishing and maintaining relationships in the community.
- Helped women and families secure housing, balance their budget, and participated in support groups, as needed.
- Maintained accurate client records, collected statistics and submitted monthly reports.
- Participated in weekly case conference meetings.
- Ensured that shelter services were coordinated and consistent.

Other Employment History:

Community Outreach Worker, Black Adoption & Research Center (BAPRC), 2004-2005

- Recruited families from the community to become a foster care or an adoptive parent.
- Identified recruitment event possibilities by contacting various organizations.
- Made presentations to various community, civic, faith-based groups and organizations.
- Organized recruitment opportunities.
- Distributed recruitment materials to churches, organizations, and associations.
- Coordinated advertisement in print and electronic media.
- Trained volunteers on BAPRCs mission and goals.
- Greeted and led Foster Care and Adoption Information Meetings for perspective foster and adoptive parents.



RECEIVED

JAN 28 2016

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION

Three (3) 4-year Terms

Print your name Sandra Kelly

Address [REDACTED] City Antioch

ZIP Code 94509 Phone (H) _____ (W) _____ (C) [REDACTED]

e-mail address [REDACTED]

Employer _____

Address _____ City _____

Occupation retired teacher

How long have you lived in Antioch? 30 years

List the three (3) main reasons for you interest in this appointment: 1) Helping to ensure recreational opportunities for all Antioch families. 2) Working to promote recreational use and appreciation of Antioch's shoreline. 3) Supporting city staff's efforts to develop good recreational programs.

Have you attended any meetings of this commission? NO

Have you had any previous city community service on this commission? (If yes, please explain) NO

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I have a lengthy background in public education and as a volunteer in public recreation. I am enthusiastic about Antioch's recreational possibilities. I consider myself well-educated and well-informed about local issues.

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

I have been active in my neighborhood as a Neighborhood Watch block captain. I look forward to serving the larger community and helping residents to enjoy recreational time in their hometown.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? yes

Please attach your resume (required to be considered for appointment).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

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

Steeley

Signature

1/27/2016

Date

Sandra Kelly

Objective Serving on the City of Antioch Parks and Recreation Commission

Experience

Docent
Antioch Dunes National Wildlife Refuge, Antioch, California
2010 -present
Lead monthly hikes. Perform historical research. Do outreach to the community about the Dunes and its public programs.

Docent
Big Break Regional Shoreline, Oakley, California
2012 - present
Work with staff on educational and recreational programs. Provide on-the-water interpretation and support for kayak tours. Serve as visitor center host.

Teacher
Oakley Union School District, Oakley, California
1985 - 2015
Taught elementary school classes, seventh grade English classes, a variety of other middle school subjects, and special education classes. Served as the district's community relations officer. Taught English classes to adults. Worked as a primary reading specialist. Honored as Teacher of the Year for O'Hara Park School and the Oakley Union School District.

Education

Teaching Credential
California State University, Hayward, California

Graduate Study
American University, Cairo, Egypt

B.A.
University of California, Berkeley, California

Interests Hiking. Kayaking. Sailing. Reading voraciously. Cooking.

References References are available on request.



RECEIVED

JAN 20 2016

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION

Three (3) 4-year Terms

Print your name Rodney McClelland

Address [REDACTED] City Antioch

ZIP Code 94509 Phone (H) [REDACTED] (W) [REDACTED]

e-mail address [REDACTED]

Employer Specialty A/C Products Pacific Coast Trane

Address 5250 East 2nd Street City Benicia

Occupation Inside Parts Sales

How long have you lived in Antioch? 48 Years

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

To further working in community with others developing better facilities

To help assist bringing people back to our parks

I want to see more of our community using our community facilities and Rec programs

Have you attended any meetings of this commission? yes

Have you had any previous city community service on this commission? (If yes, please explain) Yes spent last 4 years as commissioner 1 year as Vice Chairman

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I had position with DYSL soccer as the Fields director spent all my life in Antioch and visited and seen most if not all city parks.

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

I am a longtime resident and enjoy serving our community. I know there is a lot of negative surrounding Antioch. However the community does not realize what we have. We have a great Park system we just need our community to see them and we experience them bring their kids to the parks.


The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? yes

Please attach your resume (required to be considered for appointment).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

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



Signature

11/15/2016

Date

- The Commissioners serve in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.

- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park & recreational needs of the community to provide a sound and year-round recreational program for all ages.
- Must be a resident of the City of Antioch.
- 7 member board - 4 year terms
- Meetings are held the third Thursday of every other month at 7:00 p.m. in the City Council Chambers at 200 H Street.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

Rodney McClelland

Antioch Ca 94509

OBJECTIVE

I am seeking a responsible position with a progressive company. Which will utilize a background in purchasing, material handling, inventory control, and in home sales /customer service? Combine strong team building, problem solving and interpersonal skills with persistence follow through for successful career. Introduce efficiency and cost management and vendor/consumer relations.

SKILLS

- Order processing inventory management sales, and training, problem solving skills
Computer/phone skills with multi tasking in high stress environment. Management in variety of areas. Communications and teamwork leader and self motivator. Experience in in home solutions and recommendations for heating and air conditioning systems and design. Job site management and quality assurance.

EXPERIENCE

Specialty A/C Products, Benicia, Ca
Feb. 2004 to present.

- Inside sales phone order processing and data entry of parts orders. Handling all warranty claims. Working counter sales and support. Inputting purchase orders. Ordering of special order parts and tools for contractors. Setting up pricing on new inventory items. Inventory control. Setting up seasonal display's.

Freschi air Systems, Antioch Ca
Comfort Advisor/IAQ specialist March 2004 to 2010

- In home sales and estimating of heating, air conditioning, indoor air quality, and insulation systems. System design and load calculations. Coordination of sub contractors and working with multiple schedules to complete project. Customers follow up with referrals, references, and rebate information. Also offered finance option and suggestions to home owners. Thoroughly looking into all options available to home owners and there family keeping customer satisfaction as the top priority on all projects. Schedule organize and coordinate install project with installation department and warehouse. Attend weekly sales/training meetings offering solutions and ideas to build better company results.

Specialty A/C Products, Benicia, Ca
Outside parts Sales Rep. Feb 2004 to Oct 2004

- Inside sales phone order processing and data entry of parts orders. Travel Bay area and visit HVAC contractors and assist with all service parts needs including but not limited to warranty parts. Sales of consumable parts and supplies. Setting up consignment inventory at contractor's office and management of inventories and billing of used items. Also replenishing of used items and pulling of any obsolete items.

Freschi air Systems, Antioch Ca
Parts Manager Feb. 2000 to Feb 2004

- To work with all service and install technicians and manage truck inventory. Replenish used inventory, return warranty parts, performed quarterly inventory of entire fleet and warehouse. Work with sales staff updating them on new product and changing of equipment. Coordinate parts and equipment deliveries with staff to job site and to warehouse. Manage warehouse and set schedules for staff. Attend management meeting and sales and service meetings updating company on any changes of equipment pricing etc. Negotiate pricing with all vendors and set up delivery of product.

Quint Computer Solutions, Fairfield, Ca
Purchasing Manager/Customer service Oct 95 to Feb 2000

- Inventory planning and negotiating pricing of materials, supplies, mechanical, and electrical parts for technicians and customer needs. Set up and organize structure for purchasing operation and identify and correct operational issues undermining efficiency. Set up and manage procedures for returns and special orders. Created discount structures for higher volume orders. Interface with vendors on daily and weekly basis. Select and qualify vendors, considering price quality and shipping terms. Implement and promote vender competition and performance. Research and handle negotiations and terms rebates and other programs with vendors. Warehouse management of shipping receiving and inventory control. Manage UPS, FEDEX, and a variety of other common couriers. Ensure accuracy of shipping orders. Process damage claims and returns of inventoried items.

EDUCATION

Antioch High School, Antioch Ca
High School Diploma class of 1985

Los Medanos College, Pittsburg, Ca
General

- College course on duct design
- Whole house HVAC design and filtration systems
- Basic Heating and A/C design and operation



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Santiago Castillo, Administrative Sergeant

APPROVED BY: Allan Cantando, Chief of Police

SUBJECT: Community Camera System/License Plate Readers

RECOMMENDED ACTION

It is recommended that the City Council consider adding additional community cameras to the existing community camera system at the intersections of L Street and Sycamore Drive as well as Sycamore Drive and Auto Center Drive.

STRATEGIC PURPOSE

Strategy A-3: Improve public safety using technology.

- Adding community cameras to the existing program.

FISCAL IMPACT

The financial fiscal impact of this project would range from approximately \$16,000.00 to approximately \$122,000.00, depending on the selected project. Additionally, there would be a yearly maintenance / service fee of 7% of the project cost.

DISCUSSION

- **Background**

The City of Antioch currently has a community camera system in place that utilizes cameras to monitor places such as the Marina, Knoll Park, City Hall, Worthshaw sports complex, Community Center, Skate Park and Prewett Water Park. These cameras bring a sense of safety to the citizens who frequent these areas and also provide Law Enforcement an additional tool for fighting and reducing crime. The expansion of this program within the Sycamore Drive corridor would provide the residents of this area an additional sense of security and, at the same time, could serve as a crime deterrent and crime fighting tool for the police department in this challenged area. The city of Pittsburg utilizes numerous community cameras within their city that have been instrumental in reducing crime and improving the quality of life within the covered areas.

- **Analysis**

The Sycamore Dr corridor spanning from L St to Auto Center Dr. is a highly populated, residential area consisting of apartment complexes, townhomes and duplex type

homes. This area is home to some of the city's lower income families and has historically been recognized as one of the city's high crime area.

There are several options available as it relates to the types of cameras that could be purchased such as stationary cameras, Pan/Tilt/Zoom (PTZ) cameras and License Plate Reading (LPR) cameras. These cameras could be used in many different configurations based on the need for the specific location. The abilities of each type of camera are as follows:

- **Stationary:** These are video cameras that are fixed and cover only the area the camera is pointed in.
- **Pan/Tilt/Zoom (PTZ):** These cameras have the ability to be remotely controlled 360 degrees in any direction. They can also zoom in and out at the user's discretion.
- **License Plate Readers (LPR):** These are a different type of camera that uses reflective technology to capture license plate numbers of vehicles. As the system captures the license plate number, it simultaneously takes a snap shot of the license plate as well as the rear half of the car. That license plate is then run against the states Stolen Vehicle System as well as local records to see if the car is wanted or the license plates are reported stolen.

With the stationary and PTZ systems, a user would have the option to log into a PC and remotely view all the cameras and operate the PTZ cameras. The system also has the ability to produce copies of recorded video for law enforcement use such as investigating crimes or filing cases with the DA's office. There is also an option for a user to view and operate these cameras from a mobile device or tablet

Although LPR cameras are a very good crime fighting tool, they are also expensive and are fixed to a specific location. It is believed that a more efficient use of this technology is the mobile version that is affixed to patrol vehicles that are constantly moving throughout the city.

The intersection of L St and Sycamore Dr. currently does not have any systems in place to support community cameras and would require a complete set up. Attached are two estimates for this location that include PTZ and stationary cameras as well as PTZ, stationary and LPR cameras (See Exhibits 1 and 2.)

Since the City of Pittsburg already has community cameras in place at the intersection of Sycamore Dr and Auto Center Dr, there are two different potential options available. The first being a complete set up of new cameras in this intersection that would be completely controlled and operated by the City of Antioch. The second option available would be the City of Pittsburg allowing us to be partial users of their current system which would give us control to utilize the cameras and the system features for this shared intersection. This would require minimal equipment and costs. (See Exhibits 3 and 4.)

Having the additional community cameras in the listed locations would further assist the police department in solving and preventing crime, while also providing a further sense of security and improving the quality of life in this area.

- **Alternatives**

The City of Antioch would continue to utilize the current community camera system already in place.

- **Conclusion**

The Antioch Police Department recommends PTZ, stationary and LPR cameras be installed at specific locations on a case by case basis. We believe a majority of the cameras should be a combination of both PTZ and stationary cameras throughout the city. Although LPR cameras are effective, we believe this technology is much more effective installed on patrol vehicles which increases coverage city wide as opposed to a specific location. However, we feel that if a need arises, LPR cameras at targeted locations would be beneficial.

ATTACHMENTS

A. Estimates from Odin Systems Inc:

Exhibit 1: L Street / Sycamore Dr (Community cameras and LPR cameras)

Exhibit 2: L Street / Sycamore Dr (Community cameras only)

Exhibit 3: Auto Center Dr / Sycamore Dr (Community cameras only)

Exhibit 4: Auto Center Dr / Sycamore Dr (Accessing Pittsburg's current system)

EXHIBIT 1

ESTIMATE

ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
SAN DIEGO, CA 92104

DATE	ESTIMATE #
2/17/16	1428



BILL TO:
City of Antioch Alan Barton Director of Information Systems PO Box 5007 Antioch, CA 94531-5007

TERMS	PROJECT
Due on receipt	L St./ Sycamore

ITEM	DESCRIPTION	QTY	COST	TOTAL
3M-75-0302-5323-3	P492 810NM 50/25 8GB W/HOOD (P492) 3M Fixed Wide Lane ALPR Camera provides IR and color overview image capture capabilities.	6	11,000.00	66,000.00
3M-75-0302-2230-3	Mounting Bracket needed for Fixed Cameras (P392+, P492, and P382)	6	850.00	5,100.00
3M-75-0302-3525-5	2 of any combination of P492 & P382 power termination box	2	2,050.00	4,100.00
3M-75-0302-3739-2	DIGI Cellular Router for 3M™ Mobile ALPR Systems or 3M™ Fixed Cameras. Customer must denote a cellular provider (Verizon, AT&T, etc). Cellular service is NOT included and the monthly cost is the responsibility of the customer.	2	2,000.00	4,000.00
3M-75-0302-2045-5	TBOX DL 16x10x6 0-15V 1-48V 1 P492	2	1,300.00	2,600.00
Wireless Relay	Wireless relay points for 2 poles to connect to cellular modems	2	600.00	1,200.00
SNC-ER550	720p 28x optical zoom HD PTZ day/ night camera	1	3,100.00	3,100.00
Vandal Dome	Odin modified vandal resistant dome (dual 25 watt heaters, dual fans, polycarbonate lower with aluminum upper)	1	1,350.00	1,350.00
Camera J-Box Mount	Odin Systems Cobra Head Camera Mount W/Service Port	1	625.00	625.00
MX-M15D-SEC	The M15 Core module comes with VarioFlex mount, connection cables for sensor modules and network, and the front element. The sensor modules, which need to be ordered separately,(price includes sensors) are pre-focused at the factory and can be supplied in any desired combination of day or night sensors with lens choices from telephoto to wide angle 90 degree lens	1	1,650.00	1,650.00
MOB-POLE MOUNT	For SecureFlex wall mount 3 mm stainless steel, white	1	130.00	130.00
ODIN-CLSRO3-5	City Link Long Range 3 Radio 5GHZ enclosure w/ cooling, battery backup and filtration.	1	12,000.00	12,000.00
MIL-XPECLS	XProtect Enterprise Camera License	2	304.00	608.00
MIL-Y3XPECLS	THREE YEARS PMA FOR XPROTECT ENTERPRISE	2	119.00	238.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	500.00	500.00

PHONE #	FAX #	WEB SITE	SALES TAX (9.0%)
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL

ESTIMATE

ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
SAN DIEGO, CA 92104

DATE	ESTIMATE #
2/17/16	1428



BILL TO:
City of Antioch Alan Barton Director of Information Systems PO Box 5007 Antioch, CA 94531-5007

TERMS	PROJECT
Due on receipt	L St./ Sycamore

ITEM	DESCRIPTION	QTY	COST	TOTAL
Pre Config	Manufacturing, Assembly, and testing hardware	18	150.00	2,700.00
Installation	Installation of hardware 4 days onsite	32	170.00	5,440.00
Programming	Software and hardware programming	5	190.00	950.00
Note	All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders. Exclusions: Permit Fees or Inspections		0.00	0.00

PHONE #	FAX #	WEB SITE	SALES TAX (9.0%)	\$9,288.09
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL	\$121,579.09

EXHIBIT 2

ESTIMATE

ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
SAN DIEGO, CA 92104

DATE	ESTIMATE #
2/24/16	1430



BILL TO:
City of Antioch Alan Barton Director of Information Systems PO Box 5007 Antioch, CA 94531-5007

TERMS	PROJECT
Due on receipt	L St./ Sycamore Non ALPR

ITEM	DESCRIPTION	QTY	COST	TOTAL
SNC-ER550	720p 28x optical zoom HD PTZ day/ night camera	1	3,100.00	3,100.00
Vandal Dome	Odin modified vandal resistant dome (dual 25 watt heaters, dual fans, polycarbonate lower with aluminum upper)	1	1,350.00	1,350.00
Camera J-Box Mount	Odin Systems Cobra Head Camera Mount W/Service Port	1	625.00	625.00
MX-M15D-SEC	The M15 Core module comes with VarioFlex mount, connection cables for sensor modules and network, and the front element. The sensor modules, which need to be ordered separately,(price includes sensors) are pre-focused at the factory and can be supplied in any desired combination of day or night sensors with lens choices from telephoto to wide angle 90 degree lens	2	1,650.00	3,300.00
MOB-POLE MOUNT	For SecureFlex wall mount 3 mm stainless steel, white	1	130.00	130.00
ODIN-CLSRO3-5	City Link Long Range 3 Radio 5GHZ enclosure w/ cooling, battery backup and filtration.	1	12,000.00	12,000.00
MIL-XPECLS	XProtect Enterprise Camera License	3	304.00	912.00
MIL-Y3XPECLS	THREE YEARS PMA FOR XPROTECT ENTERPRISE	3	119.00	357.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	250.00	250.00
Pre Config	Manufacturing, Assembly, and testing hardware	13	150.00	1,950.00
Installation	Installation of hardware 4 days onsite	24	170.00	4,080.00
Programming	Software and hardware programming	3	190.00	570.00
Note	All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders. Exclusions: Permit Fees or Inspections		0.00	0.00

PHONE #	FAX #	WEB SITE	SALES TAX (9.0%) \$1,982.16
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL \$30,606.16

EXHIBIT 3

ESTIMATE

ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
SAN DIEGO, CA 92104

DATE	ESTIMATE #
2/24/16	1431



BILL TO:
City of Antioch Alan Barton Director of Information Systems PO Box 5007 Antioch, CA 94531-5007

TERMS	PROJECT
Due on receipt	Sycamore/ Auto Center

ITEM	DESCRIPTION	QTY	COST	TOTAL
SNC-ER550	720p 28x optical zoom HD PTZ day/ night camera	1	3,100.00	3,100.00
Vandal Dome	Odin modified vandal resistant dome (dual 25 watt heaters, dual fans, polycarbonate lower with aluminum upper)	1	1,350.00	1,350.00
Camera J-Box Mount	Odin Systems Cobra Head Camera Mount W/Service Port	1	625.00	625.00
MX-M15D-SEC	The M15 Core module comes with VarioFlex mount, connection cables for sensor modules and network, and the front element. The sensor modules, which need to be ordered separately,(price includes sensors) are pre-focused at the factory and can be supplied in any desired combination of day or night sensors with lens choices from telephoto to wide angle 90 degree lens	2	1,650.00	3,300.00
MOB-POLE MOUNT	For SecureFlex wall mount 3 mm stainless steel, white	1	130.00	130.00
ODIN-CLSR01-5	Odin City Link short range 5Ghz w/ battery backup, filtration and cooling.	1	8,800.00	8,800.00
MIL-XPECLS	XProtect Enterprise Camera License	3	304.00	912.00
MIL-Y3XPECLS	THREE YEARS PMA FOR XPROTECT ENTERPRISE	3	119.00	357.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	250.00	250.00
Pre Config	Manufacturing, Assembly, and testing hardware	13	150.00	1,950.00
Installation	Installation of hardware 4 days onsite	24	170.00	4,080.00
Programming	Software and hardware programming	3	190.00	570.00
Note	All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders. Exclusions: Permit Fees or Inspections		0.00	0.00

PHONE #	FAX #	WEB SITE	SALES TAX (9.0%)	\$1,694.16
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL	\$27,118.16

EXHIBIT 4

ESTIMATE

ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
SAN DIEGO, CA 92104

DATE	ESTIMATE #
3/2/16	1224



BILL TO:
City of Antioch Director of Information Systems PO Box 5007 Antioch, CA 94531-5007

TERMS	PROJECT
Net 30	Pitt to Antioch Telecom

ITEM	DESCRIPTION	QTY	COST	TOTAL
ODIN-BH	Odin Systems Backhaul short/long range with 50mb link. between Pittsburg PD and Antioch Cache Peak.	1	10,214.00	10,214.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	150.00	150.00
Pre Config	Manufacturing, Assembly, and testing hardware	8	150.00	1,200.00
Installation	Installation of hardware	16	170.00	2,720.00
Programming	Software and hardware programming	5	190.00	950.00

PHONE #	FAX #	WEB SITE	SALES TAX (8.5%)	\$880.94
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL	\$16,114.94

City of Antioch Community Camera System



Recommended Action:

- It is recommended that the City Council consider adding additional community cameras to the existing community camera system at the intersections of L Street and Sycamore Dr as well as Sycamore Dr and Auto Center Drive.

Strategic Purpose:

- **Strategy A-3:** Improve public Safety using technology.
 - Adding community cameras to existing program

Background:

- City of Antioch currently has community cameras in place at several locations to include; the Marina, Knoll Park, City Hall, Worthshaw Sports complex, Community Center, Skate Park and the Prewett Water Park.
- Community Cameras would provide residents with a sense of security while at the same time providing law enforcement an additional tool for fighting and reducing crime.
- The City of Pittsburg utilizes numerous cameras within their city that have been instrumental in reducing crime and the quality of life.
- The video from these cameras can be viewed from a PC or a Mobile Device.

Types of Cameras

- Stationary

These are video cameras that are fixed and cover only the area the camera is pointed in.

- Pan/Tilt/Zoom (PTZ)

These cameras have the ability to be remotely controlled 360 degrees in any direction. They can also zoom in and out at the users discretion.

- License Plate Readers (LPR)

These are a different type of camera that uses reflective technology to capture license plate numbers of vehicles. As the system captures the license plate number, it simultaneously captures a still photograph of the license plate and rear half of the vehicle it's attached to. That license plate is then run against the Stolen Vehicle System as well as local records to check if the car is stolen, wanted or if the license plates are stolen.

Camera Coverage and Views



L Street at Sycamore Dr

Close

AutoCenter Drive

AutoCenter-Sycamore-... ○



CenturyAutomall PTZ ○



AutoCenter-Sycamore SB ○



AutoCenter-Sycamore... ○



CenturyAutomall Fixed ○



**Camera View of Auto Center Dr @ Sycamore Dr
from Mobile App.**

Fiscal Impact

The financial impact of this project would range from approximately \$16,000.00 to approximately \$122,000.00 , depending on the selected project.

Additionally, there would be a yearly maintenance / service fee of 7% of the project cost.

Conclusion

The Antioch Police Department recommends PTZ, stationary and LPR cameras be installed at specific locations on a case by case basis. We believe a majority of the cameras should be a combination of both PTZ and stationary cameras throughout the city. Although LPR cameras are effective, we believe this technology is much more effective installed on patrol vehicles which increases coverage city wide as opposed to a specific location. However, we feel that if a need arises, LPR cameras at targeted locations would be beneficial.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Consideration of Bids for the Prewett Water Park Spray Ground, P.W. 567-C4

RECOMMENDED ACTION

It is recommended that the City Council award the Prewett Water Park Spray Ground contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$949,672.

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

The construction and design of the park's Spray Ground and Playground are funded through the Community Facilities District 89-1. These funds are dedicated for the construction of the Prewett Water Park Spray Ground and the Playground facilities, which include construction testing, inspection, contract administration and construction contingency.

DISCUSSION

On September 22, 2015 the City Council directed staff to proceed with the final design option for a new all-abilities accessible Spray Park component to Prewett Park to be located on the east end of the water park facility at the volleyball field. The new Spray Park will include 5,700 square feet of spray pad with multiple water spray features with a Delta theme and pump house.

On March 8, 2016, four (4) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Sierra Valley Construction of Loomis in the amount of \$949,672. The bids have been checked and found to be without any errors or omissions.

Sierra Valley Construction meets the project experience prequalification requirement and has extensive experience in construction of water parks and playground facilities. Construction of the project is expected to start in May and is scheduled for completion by September 16, 2016.

The project is categorically exempt from the provisions of CEQA, pursuant to section 15301 – Existing Facilities. This section of CEQA exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ATTACHMENTS

- A: Tabulation of Bids
- B: Vicinity Map
- C: Site Layout

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Prewett Water Park Spray Ground
(P.W. 567-C4)

BIDS OPENED: March 8, 2016 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	Sierra Valley Construction, Inc. Loomis	California Waters, LLC Yorba Linda	American Construction Engineers Tollhouse	Suarez & Munoz Construction, Inc. Hayward	
TOTAL BID PRICE	\$1,100,000.00	\$949,672.00	\$1,016,600.00	\$1,211,000.00	\$1,250,000.00	

<i>Sierra Valley Construction, Inc.</i>	<i>California Waters, LLC</i>	<i>American Construction Engineers</i>	<i>Suarez & Munoz Construction, Inc.</i>	
<u>Metal/Steel</u> LHL Construction <u>Electrical</u> Guzman Electric <u>Landscape/Irrigation</u> Parker Landscape <u>CMU</u> DL Masonry <u>Water Feature Install</u> King Kahn <u>Fencing</u> Golden Bay Fence	<u>Electrical</u> DPS Electric <u>Decorative Fence</u> Interstate Fence Co.	<u>Equipment</u> All About Play	<u>Electrical</u> Tennyson Electric <u>Fencing</u> Bay Area Welding <u>Water Play</u> California Commercial Pools	

Deer Valley Rd

Prewett Park



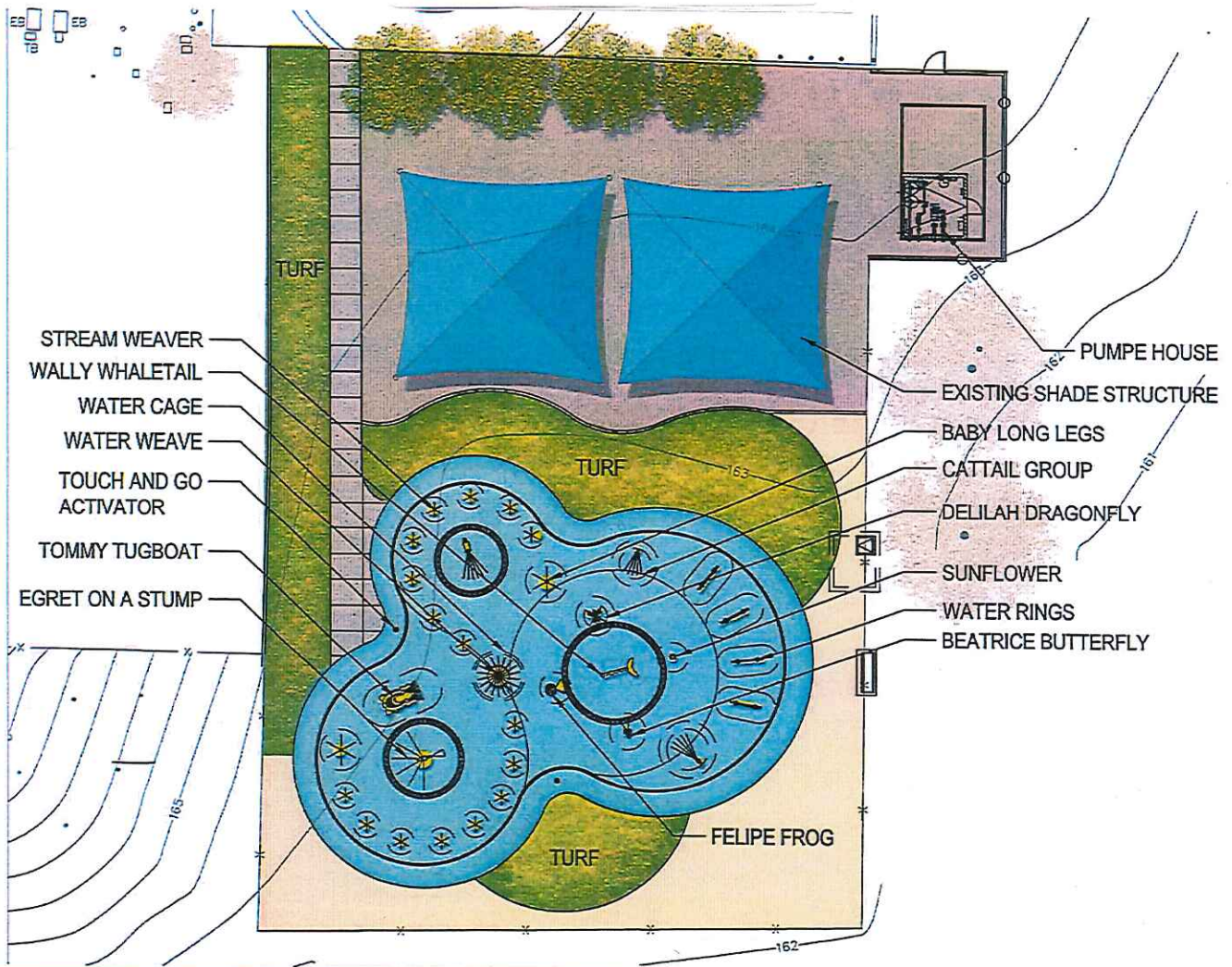
ATTACHMENT "B"

Lone Tree Way

Playground

Spray Park

2016/03/10



ATTACHMENT "C"

ANTIOCH PREWETT PARK
 ANTIOCH, CA
 22 SEPTEMBER 2015

SPRAYGROUND



rhaa
 LANDSCAPE ARCHITECTURE + PLANNING



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Consideration of Bids for the Prewett Water Park Playground P.W. 567-C4

RECOMMENDED ACTION

It is recommended that the City Council award the Prewett Water Park Playground contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$417,998.94.

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

The construction and design of the park's Spray Ground and the Playground are funded through the Community Facilities District 89-1. These funds are dedicated for the construction of the Prewett Water Park Spray Ground and the Playground facilities, which include construction testing, inspection, contract administration and construction contingency.

DISCUSSION

On September 22, 2015 the City Council directed staff to proceed with the final design option for a new all-abilities accessible playground to be located at the parking lot just east of the main entrance. The new playground will include 5,000 square feet of the playground rubber matting, shade structure with picnic table and benches, sand pit and all-abilities accessible playground equipment. The adjacent parking lot will be restriped to include additional handicap parking stalls.

On March 8, 2016, seven (7) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Sierra Valley Construction of Loomis in the amount of \$417,998.94. The bids have been checked and found to be without any errors or omissions. Sierra Valley Construction meets the project experience

prequalification requirement and has extensive experience in construction of playground facilities. Construction of the project is expected to start in May and is scheduled for completion by September 16, 2016.

The project is categorically exempt from the provisions of CEQA, pursuant to section 15301 – Existing Facilities. This section of CEQA exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing, at the time of the lead agency's determination.

ATTACHMENTS

- A: Tabulation of Bids
- B: Vicinity Map
- C: Site Layout

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Prewett Water Park Playground
(P.W. 567-C4)

BIDS OPENED: March 8, 2016 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	Sierra Valley Construction, Inc. Loomis	Suarez & Munoz Construction, Inc. Hayward	Star Construction, Inc. San Bruno	A-S Pipelines, Inc. Pittsburg	McNabb Construction, Inc. Lafayette
TOTAL BID PRICE	\$480,000.00	\$417,998.94	\$460,169.94	\$485,031.94	\$490,221.44	\$527,387.00

<i>Sierra Valley Construction, Inc.</i>	<i>Suarez & Munoz Construction, Inc.</i>	<i>Star Construction, Inc.</i>	<i>A-S Pipelines, Inc.</i>	<i>McNabb Construction, Inc.</i>
<u>Play Equipment</u> Creative Builders <u>Striping</u> Garcia Striping <u>Rubberized Surface</u> Robertson Recreational-Surface Totsurf <u>Landscape/Irrigation</u> Parker Landscape <u>Fencing</u> Golden Bay Fence	<u>Surfacing</u> Robertson Industries <u>Playground Install</u> Who Built Inc. <u>Striping</u> Chrisp Company <u>Fence</u> Golden Bay Fence	<u>Play Equipment</u> Playgrounds Unlimited <u>Surfacing</u> Robertson Industries <u>Striping</u> Chrisp Company	<u>Striping</u> Chrisp Company <u>Concrete</u> Wayne E. Swisher <u>Install Playground</u> King Kahn Drilling & Con. <u>Fence</u> Golden Bay Fence <u>Turf</u> Spectra Turf	<u>Striping</u> Chrisp Company <u>Play Install</u> Who Built <u>Play Surface</u> Playgrounds Unlimited <u>Fence</u> Golden Bay Fence

A
1

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Prewett Water Park Playground
(P.W. 567-C4)

BIDS OPENED: March 8, 2016 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	American Construction Engineers Tollhouse	TNB Construction Antioch			
TOTAL BID PRICE	\$480,000.00	\$541,563.94	\$563,574.21			

<i>American Construction Engineers</i>	<i>TNB Construction</i>			
<u>Playground Equipment</u> MARRS Playground Equipment <u>Equipment</u> All About Play <u>Resilient Mat Surface</u> Spectra Turf	<u>Striping</u> Tri Valley Striping <u>AC Paving</u> Duran & Venables Landscaping Marina Landscaping <u>Resilient Mat</u> Spectra Turf <u>Fence</u> Chain Link Fence			

AR

Deer Valley Rd

Prewett Park



ATTACHMENT "B"

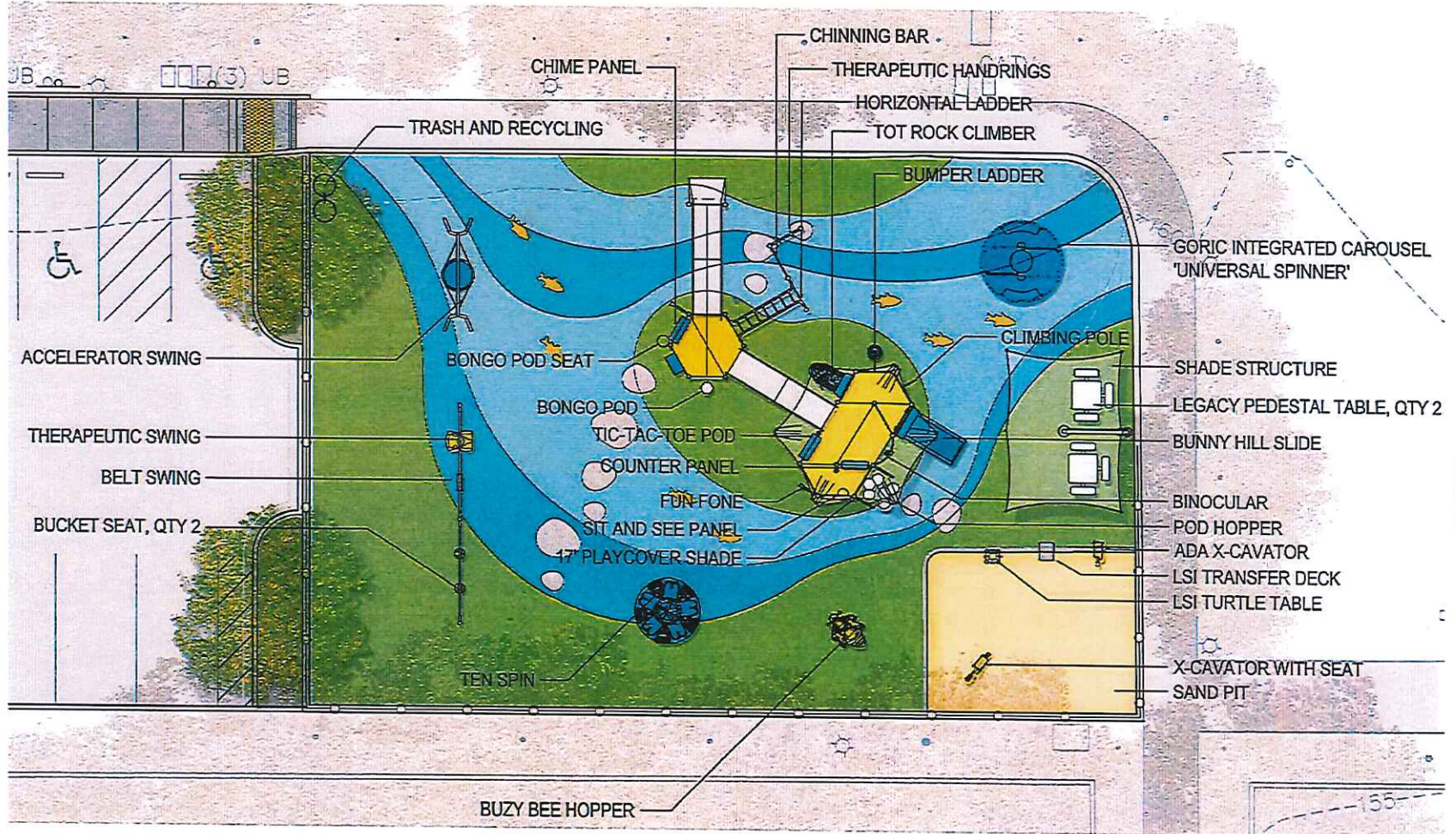
Lone Tree Way

Playground

Spray Park

2016/03/10

Revised Accessible Playground Design



ATTACHMENT "C"



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

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

SUBJECT: First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Initial Planning and Funding Assistance for the Brackish Water Desalination Project (P.W. 694)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 Capital Improvements budget to increase Water Enterprise funding for the Brackish Water Desalination Project by \$150,000 and authorize the City Manager to execute the First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase II of Initial Planning and Funding Assistance for this project in the amount of \$201,516 for a total contract amount of \$301,516.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and Strategy K-2 by delivering high quality water to our customers. By investigating and pursuing alternative potable water sources, especially in times of severe drought and to improve treated water reliability, this project is an important part of maintaining a highly functioning and reliable water system.

FISCAL IMPACT

Adoption of this resolution will amend the fiscal year 2015/2016 Capital Improvements budget to increase Water Enterprise funding for the Brackish Water Desalination project by \$150,000. The approval of this amendment will increase Carollo Engineers' contract by \$201,516 for a total contract amount of \$301,516. All costs associated with this phase of work are included for reimbursement in a State Water Resources Control Board, Drinking Water State Revolving Fund Loan application.

DISCUSSION

As the purveyor of the Antioch water system, the City treats and distributes raw water obtained from two sources; the San Joaquin River and the Contra Costa Canal. The City's ability to divert water from the San Joaquin River is dependent upon the concentration of chlorides in the water. During dry years, as we are currently experiencing, the chloride levels in the river exceed that which is currently treatable at the Water Treatment Plant and therefore prohibit the City from obtaining water from the

river. At these times, the City relies solely upon the Contra Costa Water District through the Contra Costa Canal for our raw water.

With pre-1914 adjudicated water rights to divert water for the needs of Antioch from the San Joaquin River, the City is in a unique and fortunate position of being able to pursue alternative means for treating water with high chloride levels. This process is often referred to as desalination, and involves removing chlorides from the water through membranes and disposing of the highly concentrated waste called "brine". The term desalination is actually more accurately used for ocean water that has very high chloride content. The chloride levels in the San Joaquin River are up to 100 times lower than that of ocean water; therefore the water is considered brackish. Chloride removal from brackish water involves a similar process, but at a greatly reduced level of effort and cost.

On August 11, 2015 the City Council awarded a contract to Carollo Engineers to perform an initial planning study of a brackish water treatment facility. This study identified grant opportunities, such as the Department of Water Resources Desalinization Funding program and the State Water Resources Control Board Low Interest Loan program. Funding of additional programs is expected to be released in the near future, which could provide project funding for permitting and environmental activities. Additional work provided analysis of various brine disposal options. This identified potential brine disposal possibilities, including discharge locations and treatment techniques. A preliminary environmental of the City's current water intake was also performed.

Staff is recommending amending Carollo Engineers' Consultant Service Agreement to include work required for the next phase of planning and funding assistance for the Brackish Water Desalination project. This work will include initial analysis of potential effluent affects on water quality, evaluation of intake fish entrainment, brine management options, conceptual facility design, preliminary cost estimates and grant application support. These tasks are necessary to determine the feasibility of a brackish water treatment facility. Staff believes that Carollo Engineers' familiarity with this project makes them best suited to perform these tasks. The approval of this amendment will increase Carollo Engineers' contract by \$201,516 for a total contract amount of \$301,516.

ATTACHMENTS

A: Resolution

B: Amendment No. 1 to the Consultant Services Agreement

ATTACHMENT "A"

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE 2015/2016 FISCAL YEAR CAPITAL IMPROVEMENT BUDGET
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT
TO AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PHASE II OF INITIAL
PLANNING AND FUNDING ASSISTANCE OF THE BRACKISH WATER
DESALINATION PROJECT
P.W. 694**

WHEREAS, an amendment increasing fiscal year 2015/2016 Water Enterprise funding for this project in the amount of \$150,000 has been considered by City Council and;

WHEREAS, the City desires to authorize the City Manager to execute the First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase II of Initial Planning and Funding Assistance for this project in the amount of \$201,516 for a total contract amount of \$301,516;

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves amending the fiscal year 2015/2016 Capital Improvements budget to increase Water Enterprise funding for the Brackish Water Desalination Project by \$150,000 and authorizes the City Manager to execute the First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase II of Initial Planning and Funding Assistance for this project in the amount of \$201,516 for a total contract amount of \$301,516.

* * * * *

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

AYES:

ABSENT:

NOES:

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

ATTACHMENT "B"

**AMENDMENT NO. 1 TO AGREEMENT
WITH CAROLLO ENGINEERS, INC.
FOR PHASE II OF INITIAL PLANNING AND FUNDING ASSISTANCE
FOR THE BRACKISH WATER DESALINIZATION
P.W. 694**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 9th day of March, 2016, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and CAROLLO ENGINEERS, INC., their address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598 ("Consultant").

R E C I T A L S

WHEREAS, on August 12, 2015, Carollo Engineers, Inc. entered into an Agreement for Professional Consultant Services for the Brackish Water Desalinization Project ("Agreement") in the amount of \$100,000; and

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

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

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.

The term of the contract is extended until December 31, 2016.

2. **COMPENSATION. Section 2 of the Agreement:**

CITY shall increase the compensation for Carollo Engineers, Inc. for actual costs in the amount of \$201,516 bringing the total compensation to an amount not to exceed \$301,516.

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

CITY OF ANTIOCH:

CAROLLO ENGINEERS, INC.

By: _____
Steve Duran, City Manager

By: _____
Louis J. Carella, Executive Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

February 22, 2016

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

Re: Brackish Water Desalination Project - Phase II (*Revised*)

Dear Mr. Bernal,

Per our discussions, Carollo Engineers (Carollo) is pleased to provide this revised letter proposal to assist the City of Antioch (City) in continuing to provide engineering services, environmental planning, and funding application assistance in support of its planning efforts for the development of the Brackish Water Desalination Project (Project). The efforts described herein build on the efforts undertaken in the Phase I scope of work and described in Technical Memorandum 1 (TM 1).

Carollo will take the lead in implementing the Scope of Services described below, relying on our findings and products from Phase I, and our industry knowledge and experience. However, from time to time, we may need to call upon the City to provide our team additional information and/or guidance.

Introduction and Background for Phase II Proposal

The Scope of Services in this revised version of our proposal has been adjusted to better align with Section 3.1 of TM 1 which identified the following anticipated tasks:

- Task 1: Brine Discharge Modeling and Alternatives Analysis
- Task 2: Additional EIR Studies (e.g. Fisheries)
- Task 3: Desalination Facilities Definition
- Task 4: Preliminary Cost Estimate (Capital and O&M)
- Task 5: Project Delivery Method Analysis

For each task identified in the Phase II Scope of Services below, we have identified the corresponding task from Section 3.1 of TM 1. In two cases, we have adjusted the scope items above in order to better match the immediate needs of the City and minimize Phase II costs. Specifically:

- Task 1 of Section 3.1 of TM 1 included water quality analysis and characterization which will be provided under Task 1 of the Phase II Scope of Services. However, the brine discharge modeling and alternatives analysis will be conducted in a future project phase concurrent with the preparation of documentation required CEQA.

- Task 5 of Section 3.1 of TM 1 will be delivered under a future phase of the Project to incorporate future requirements related to CEQA, and further advancement of the Project's technical considerations.

In addition, per the City's request, we have included two additional tasks in the Phase II Scope of Services described below. (Task 3 and Task 5.)

Project Team

For the Phase II effort, Carollo will continue its relationship with Gutierrez Consultants and ESA, assigning task-level responsibilities to these subconsultants as identified below. Kyle Rhorer will lead the Phase II assignment, accompanied by Lidia Gutierrez of Gutierrez Consultants and Jim O'Toole from ESA.

Scope of Services and Task Budgets

Task 1: Water Quality Characterization and Agency Coordination (Lead: ESA) (TM 1 Section 3.1 Task 1)

Task Budget: \$30,000

Subtask 1A - Draft Water Quality Characterization Technical Memorandum (TM)

ESA, supported by Eisenberg Olivieri and Associates (EOA) will prepare a technical memorandum to present resulting reverse osmosis (RO) concentrate quality and anticipated changes in effluent characteristics of discharging agency(ies). The discussion will include: operational scenarios as defined by the consulting team, anticipated recovery/reject ratios and blending scenarios as provided by the consulting team. EOA will perform the mass balance calculations using existing WQ effluent and receiving water to project concentrations of constituents, and mass loading. Analysis will identify NPDES permitting opportunities and potential compliance issues, including compliance with Basin Plan and Ocean Plan and proposed selenium TMDL. Analysis will focus on NPDES compliance issues and compliance with the Ocean Plan threshold of 2 ppt salinity increase after mixing, and related standard Ocean Plan provisions. This scope of work does not include pursuing the Ocean Plan option of developing facility specific receiving water salinity limits; our operating assumption is the ability to comply with the 2 ppt salinity requirement, and that development of a site specific standard is not needed. Analysis will also include review of State Implementation Plan (SIP) checklist for mixing zone analyses relative to sensitive species (see Task 2). This TM would provide the basis for discussion with discharging agency(ies) and regulatory agencies.

Subtask 1B - Agency Coordination

ESA/EOA will assist the project team in meetings with discharging agency(ies) (1 meeting) and RWQCB staff (1 meeting) to present the project and receive technical input.

B3

Future Phase Task: Brine Discharge Modeling

During a future phase of the Project, ESA will manage and review modeling efforts undertaken by ESA's subconsultant Exponent to ensure deliverables meet project needs for both fisheries and water quality issues. This effort will be conducted in parallel with the preparation of documentation required under the California Environmental Quality Act (CEQA). (Brine management alternatives will be provided under this Phase II Scope of Services as described in Task 3 below.)

Task 2: Antioch Intake Preliminary Fish Entrainment Evaluation (Lead: ESA)

(TM 1 Section 3.1 Task 2)

Task Budget: \$20,000

Pursuant to a technical memorandum that was prepared to evaluate fisheries considerations related to the Project and subsequent correspondence regarding the findings in the technical memorandum, ESA proposes to conduct a preliminary evaluation of potential fish entrainment into the existing City of Antioch intake in the Sacramento - San Joaquin Delta (Delta). This work has been divided into three subtasks described below.

Subtask 2A - Characterize Aquatic Habitats and Fish Use in Channels within the Study Area

ESA's fisheries biologists will provide a brief description of aquatic habitats and fish use patterns in the channels adjacent to the City's existing intake. This discussion will include the potential for occurrence of special-status species with a focus on timing and distribution patterns of the most vulnerable species and/or life stages. This information will be based on a review of long-term fish monitoring data and literature reviews. The existing intake will be characterized and described. This discussion will include information on the size, structural features, and operational performance (e.g., operational timing, capacity, water velocity, etc.) of the intake with a focus on information relevant to potential adult and juvenile fish and fish egg entrainment. This information will be based on existing information provided by the City of Antioch. A site visit will also be made to collect additional information based on general observations. Exhibits (maps, figures) will be created based on available existing information.

Subtask 2B - Evaluate Potential for Fish Entrainment

ESA will evaluate the potential for adult and juvenile fish and fish egg entrainment into the intake. This information will be based on information generated in Task 1 and fish swimming performance and fish screen criteria developed by National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (USFWS), and California Department of Wildlife (CDFW), a review of existing literature on fish entrainment at diversions, and publicly available monitoring results from other screened intakes in the Delta (e.g., Contra Costa Water District's Old River Intake). This Scope of Services does not include a Clean Water Act 316(b) entrainment study to quantify entrainment impacts based upon 12 to 24 months of source water sampling, but rather will qualitatively review impacts based upon existing information.

BY

Subtask 2C - Prepare Technical Memorandum with Results and Recommendations

A technical memorandum will be prepared that describes the preliminary results and recommendations. Preliminary recommendations may include the identification of additional studies necessary to further evaluate potential issues, potential options for intake operation, and identification of regulatory considerations, and permits and environmental compliance documents that would be necessary in order to implement any operational changes including changes to the season of diversion.

Task 3: Brine Treatment/Disposal Feasibility Analysis (Lead: Carollo)

Task Budget: \$75,902

Subtask 3A - Establish Brine Discharge Quality and Volume Characteristics

Carollo will utilize available source water quality data to establish a primary desalting treatment concept, based on reverse osmosis (RO) or electro dialysis reversal (EDR), and in turn develop brine discharge quality and volume characteristics. Data developed will be used to help identify brine management options (and also be used to information the work performed as part of Task 1).

Subtask 3B - Identify Potentially Viable Brine Management Options

Based on findings of Subtask 1A and the parameters identified in Subtask 3A, Carollo will identify potentially viable brine reduction and management options in addition to the pipeline/outfall options considered during Carollo's Phase I efforts. These alternative options may include but are not limited to: evaporation, thermal treatment, chemical precipitation followed by further volume reduction, land application (e.g., irrigation, dust control, halophytic crops, such as Sea Dwarf turf, and landscapes), injection wells, and potentially viable new technologies such as VSEP and DyVaR. Options that have a fatal flaw, such as regulatory noncompliance, land requirements, etc. will be eliminated from further consideration. Reliability and proof of technology will also be considered in this initial screening.

Subtask 3C - Develop Planning Level Cost Estimates

Carollo will develop planning level cost estimates for each brine management alternative identified under Subtask 3B, including the pipeline/outfall options considered during Carollo's Phase I study. Planning level costs will be estimated using cost curves and industry data, and not based upon more detailed conceptual level designs. Planning level costs are used only as a screening tool to determine order of magnitude costs and to assess preliminary viability.

Subtask 3D - Evaluate Brine Management Options

Based on the findings for Subtasks 3B and 3C, Carollo will facilitate a workshop with the City to evaluate and rank the brine management options based on technical, cost, and other evaluation criteria. The highest ranked brine management option will be incorporated into the Project conceptual level design developed under Subtask 4A below, and the associated capital and operations costs will be further refined under Subtask 4B below.

Subtask 3E - Technical Memorandum

Carollo will prepare draft and final versions of a Technical Memorandum summarizing Task 3 efforts and findings.

Task 4: Desalination Facilities Conceptual Design and Cost Estimation (Lead: Carollo)
(TM 1 Section 3.1 Tasks 3 and 4)

Task Budget: \$50,614

Subtask 4A - Develop Conceptual Design

Building on prior preliminary conceptual design efforts included in the *February 2015 Antioch Brackish Desalination Facility Preliminary Initial Study* as appropriate, Carollo will prepare conceptual level designs for the Project. This effort will incorporate the findings of Task 3D. Conceptual level designs shall consist of the following:

- Process design criteria, including treatment technology, loading rates, chemical doses, chemical strength, chemical storage, finished water storage, pumping flows, pumping pressures, pumping efficiencies, etc.
- Project site plan and site requirements (e.g., prior CEQA or zoning requirements)
- Building layout, excluding architectural elevations that represent building height.
- General pipeline alignment(s) - this will not include identification and discussion of major crossings or utilities, although major crossings and utilities will be presented on a general alignment figure.
- Electrical loads, including energy recovery systems. Other energy saving features resulting from possible architectural elements (e.g., LEED) will not be presented or discussed.

Subtask 4B - Develop Conceptual Design Capital and Operations Cost Estimates

Carollo will develop conceptual level cost estimates for both capital and operations costs, including unit costs for chemicals, power, and brine disposal (subject to the findings of Task 3D).

Conceptual level capital costs will be based upon the design criteria, site plans, and building layouts developed under Subtask 4A. Estimates will be developed using manufacturer quotes, quantity take-off, cost estimating catalogs and percentages based upon previous similar project bid tabulations and schedules of values.

Subtask 4C - Prepare Conceptual Design Technical Memorandum (TM)

Carollo will prepare a draft and final conceptual design Technical Memorandum summarizing the Subtask 4A and 4B efforts.

B6

Task 5: DWR Water Desalination Grant Application Support (Lead: Gutierrez Consultants)

Task Budget: \$25,000 (see below)**

The Department of Water Resources (DWR) will seek proposals for grant funding to support brackish water and seawater desalination as a water supply option. The proposal solicitation package (PSP) will provide guidelines for preparing and submitting grant applications.

The grants to be awarded under the PSP will be funded by Proposition 1, a part of which is the Water Quality, Supply and Infrastructure Improvement Act of 2014 (California Water Code, Division 26.7, Section 79700 et seq). The portion of funds allocated to desalination is \$100 million, of which approximately \$50 million will be made available as grants in this next funding cycle. Awarded grants are intended to assist local public agencies with the development of new local potable water supplies through the construction of feasible brackish and seawater desalination projects and to advance full-scale implementation of water desalination technology through pilot and demonstration projects. Grants may also be awarded for research that would directly support the permitting process of seawater desalination plants.

As described in the subtasks below, the Carollo Team, led by its subconsultant, Gutierrez Consultants, will provide the services to submit the grant application with support by the City as necessary.

****NOTE: *The funding application guidelines for this DWR program have yet to be established. We expect the guidelines to be published in May or June of 2016. Once the guidelines are available, Carollo will review the subtasks presented below to ensure adequate alignment with program requirements and costs to the City.***

Subtask 5A – Pre-Application Coordination Meeting

City and the Carollo Team will travel to Sacramento, CA to meet with DWR staff in advance of the Proposal Solicitation Package (PSP) release date. The one day meeting will include:

1. A discussion of anticipated grant guidelines,
2. The anticipated PSP dates, and
3. An introduction to the City's proposed project(s) that may be suitable for funding.

The City and Carollo Team will use this meeting to help identify the best grant opportunity and solicit input on the proposed project to be included in the grant application to ensure compliance with application review process and facilitate review of project competitiveness.

Subtask 5B – Preliminary Review

The Carollo Team will review DWR's Draft Proposal Solicitation Package (PSP) guidelines that will be released by DWR for public comment prior to the Final PSP. The Carollo Team will provide the City with comments to submit on the Draft PSP in the form of a comment letter. The City may submit this letter to DWR for consideration during creation of the final PSP. Additionally, the Carollo Team will attend one DWR workshop regarding the grant guidelines and PSP.

Subtask 5C – Grant Application

It is expected that the grant application will require close coordination between the City and Carollo Team, as the application will require City documentation that the Carollo Team does not possess and policy-related guidance that needs to come from the City. Responsible parties for each grant application component are identified in this task description. Although responsible parties are indicated, the City and Carollo Team are expected to review the document in its entirety prior to final submission to ensure an accurate and complete application packet. Based on the 2014 Water Desalination PSP, the application will likely contain the following four parts:

- Part 1 – Applicant Information
- Part 2 – Projects
- Part 3 – Eligibility Questions
- Part 4 – Application Attachments

Table 1 presents the responsible parties for the application parts presented above. It is noted that Part 4 (Application Attachments) contains 21 attachments, 18 of which must be completed as part of the application.

Table 2 presents the responsible party associated with each of these attachments. The Application Attachments will be prepared by the Carollo Team in a proposal style format with graphics. Where the City is responsible for the Application Attachment content, the City will provide Carollo with the necessary material to be formatted.

Part	Application Component	Description	How Completed	Responsible Party
1	Application Component (Tab)	General information for the entity with lead contractual responsibility for the project, and which will be the primary contact with DWR throughout the grant funding contracting and implementation.	GRanTS ⁽¹⁾	City
2	Applicant	Project-related information	GRanTS ⁽¹⁾	Carollo
3	Information	Forms and tables to be completed by the applicant that provides additional project details, such as schedule, budget, and information on other project participants.	GRanTS ⁽¹⁾	Carollo
4	Projects	Separate files to be uploaded as part of the application process. These files include templates or documents the applicant must complete as part of the application. Additional files pertinent to the application, such as environmental documents, may also be uploaded.	GRanTS ⁽¹⁾⁽²⁾	See Table 2

Part	Application Component	Description	How Completed	Responsible Party
<u>Notes:</u>				
(1) DWR's online submittal tool; can be accessed through GRanTS can be accessed at http://www.water.ca.gov/grants/ .				
(2) Files are completed separately and then uploaded through GRanTS.				

Attachment No	Description	Responsible Party⁽¹⁾
Attachment 1	Signature Page	City (QA by GC)
Attachment 2	Proposal Authorization	City (QA by GC)
Attachment 3	Participating Organizations and Water Regulation Compliance	City (QA by GC)
Attachment 4	Cost Share Funding Contributions	City (QA by GC)
Attachment 5	Funding Match Agreement	City (QA by GC)
Attachment 6	Project Background	Carollo
Attachment 7	Technical/Scientific Merit	Carollo
Attachment 8	Scope of Work	Carollo
Attachment 9	Work Plan	Carollo
Attachment 10	Project Budget	Carollo
Attachment 11	Project Schedule	Carollo
Attachment 12	Greenhouse Gas Emissions Estimate	Carollo
Attachment 13	Outreach and Community Involvement	City (QA & Assistance by GC)
Attachment 14	Project Benefits	Carollo
Attachment 15	Environmental Documentation	Carollo
Attachment 16	Feasibility Study	NOT USED ⁽²⁾
Attachment 17	Project Plans and Specifications	NOT USED ⁽²⁾
Attachment 18	Project Team Qualifications	Carollo
Attachment 19	Plan of Study for Feasibility Study	NOT USED ⁽²⁾
Attachment 20	Economic Analysis	
Attachment 21	Other Information	City (e.g., Letters of Support) (QA by GC)
<u>Notes:</u>		
(1) Gutierrez Consultants (GC) will provide quality assurance and quality control (QA/QC) over each of the attachments.		
(2) This attachment is not a requirement for a Category 1 (Implementation/Construction Project) grant application.		

Carollo and Gutierrez Consultants will provide oversight and review of the entire application package. Once complete, the Carollo Team will compile sections of the grant application into a draft grant package for the City to review. Comments will be addressed in a final grant package that will be submitted to DWR by the City on or before the date specified in the 2016 PSP. The City will upload the grant application to the state's GRanTS website and deliver original signed documents, as required.

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February 22, 2016

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Project Schedule

Carollo and its subconsultants endeavor to complete the scope of services described above within six (6) months of notice to proceed by the City.

The budget for the Phase II scope of services described above totals \$201,516 which exceeds the \$150,000 estimate identified in *Technical Memorandum 1* that Carollo developed to summarize the Phase I work and identify future scope and level of effort. This is due to the additional Phase II scope items identified in Tasks 3 and 5.

The Carollo Team looks forward to continuing working with the City of Antioch on this important project.

Very truly yours,
CAROLLO ENGINEERS

A handwritten signature in black ink, appearing to read 'KR' followed by a long horizontal stroke.

Kyle B. Rhorer
Vice President


B10



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager
Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving One (1) Assistant City Manager Position and Authorizing the Appropriate Budget Adjustment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving one (1) Assistant City Manager position and authorize the appropriate budget adjustment.

STRATEGIC PURPOSE

The recommended action supports:

Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City departments.

Strategy L-3: Encourage and enhance a culture of cooperation and transparency at City Hall.

Strategy L-4: Implement city council policies and direction.

In addition to improving executive management and administrative support of all departments, the recommended action supports the **Objective** – Improve interdepartmental communication and cooperation by establishing working groups for endeavors that require input or actions by multiple departments.

FISCAL IMPACT

The salary range (without benefits) for the Assistant City Manager is \$158,028 - \$192,082. The total annual range of cost of funding one (1) full-time Assistant City Manager in the City Manager Department is (Step A – Step E) \$274,265 - \$327,565. There will be an approximate 68% General Fund budget impact for the Assistant City Manager position. It is recommended that staff budget for three months of cost for the FY2015/16 budget and a full year of cost for FY2016/17 budget.

DISCUSSION

The Assistant City Manager (ACM) position is part of the City of Antioch Management-Executive unit. The ACM is assigned specific responsibilities and tasks by the City Manager and serves as Acting City Manager in the absence of the City Manager. Re-establishing the position of Assistant City Manager will significantly increase the

effective span of management for the office of the City Manager and is part of succession planning for the City.

Specific responsibilities of the Assistant City Manager are planned to include, but not be limited to the following:

- Participate in the City's annual budget process for all departments, including operating and capital budgets.
- Conduct or assist in special studies and analyses of regional, local and agency issues for the office of the City Manager; formulate recommendations; evaluate programs and prepare studies, analyses and reports.
- Chair interdepartmental task forces, including Blight Eradication, Homelessness and other high priority initiatives.
- Day to day oversight of the Economic Development Program Manager and assistance with real estate and development initiatives and transactions.
- Facilitate Emergency Operations Center (EOC) planning and coordination.
- Research and pursue appropriate grant opportunities.
- Assist in or represent the City's interests and positions before legislative and rule-making authorities at all levels of government; recommend policies and procedures.
- Oversee the City's water enterprise and manage the proposed brackish water desalinization project.
- Represent the City at various events as directed by the City Manager.
- Special assignments at the direction of the City Manager.

ATTACHMENTS

- A. Resolution approving one (1) Assistant City Manager position and authorizing the appropriate budget adjustment.
- B. Assistant City Manager Class Specification

RESOLUTION NO. 2016/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING ONE (1) ASSISTANT CITY MANAGER POSITION FOR THREE MONTHS IN THE FY2015/16 BUDGET AND ONE YEAR IN THE FY 2016/17 BUDGET AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT.

WHEREAS, the City would like to effectively improve community communications and keep the community well informed as to the activities of the City departments; and

WHEREAS, the Assistant City Manager position will undertake a variety of special projects; and

WHEREAS, the City encourages and enhances a culture of cooperation and transparency at City Hall.

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

Section 1. That one (1) Assistant City Manager position is hereby approved to be funded for three months in the fiscal year 2015/16 budget and one year in the FY2016/17 Budget; and

Section 2. The Finance Director is authorized to make the necessary adjustments to the fiscal year 2015/16 budget and the 2016/17 budget to effectuate this change.

* * * * *

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

AYES:

NOES:

ABSENT:

ARNE SIMONSEN

CITY CLERK OF THE CITY OF ANTIOCH

ASSISTANT CITY 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 general administrative direction, performs highly responsible and complex management and administrative duties and undertakes a variety of special projects for the City Manager; assists the City Manager with the direction and coordination of the activities of all City departments; directly supervises assigned program areas; provides leadership in policy formation and implementation of policies and procedures; promotes effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources; provides responsible staff assistance to the City Manager, City Council, and department heads; and serves as acting City Manager as required.

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 full management responsibility for assigned functions, services, and activities of the City.
2. Manage the development and implementation of goals, objectives, and priorities for each assigned service area; recommend and administer policies and procedures.
3. Establish, within City policy, appropriate service and staffing levels for assigned functions; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Assess and monitor workload, administrative and support systems, and internal reporting relationships for assigned areas of responsibility; identify opportunities for improvement; direct and implement changes.
5. Plan, direct, and coordinate, through management level staff, the work plan for assigned functions; assign projects and programmatic areas of responsibility; provide direction and supervision on key projects; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
6. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of the budget for assigned functional areas; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Participate in the preparation, coordination, and presentation of the City's annual budget, capital improvement budget, and internal fiscal control measures; participate in the development and presentation of financial forecasts and historical information including reviewing expenditures and revenues.

CITY OF ANTIOCH
ASSISTANT CITY MANAGER (CONTINUED)

9. Conduct special studies and analyses of regional, local and agency issues for the City Manager; conduct organization and management reviews; formulate recommendations and prepare reports; evaluate programs and prepare studies and analyses.
10. Participate in the development of City goals, objectives, polices, and priorities; incorporate community input into goals and objectives for the City Manager's and City Council's approval; develop new polices in consultation with the City Manager; confer with Department Directors and employees regarding significant policy and procedural changes.
11. Coordinate activities of the City Manager's Office with other City departments and divisions and with outside agencies.
12. Coordinate and participate in providing responsible staff assistance to the City Manager, City Council, and other City boards and commissions as assigned; attend City Council meetings and other public meetings to assist or represent the City Manager.
13. Serve as acting City Manager as required; oversee City operations in the City Manager's absence; provide assistance to the City Council; respond to requests for policy implementation direction; review draft City Council agendas, conduct agenda meetings, and sign staff reports.
14. Supervise the conduct of studies, surveys, and the collection of information on difficult operational and administrative problems; analyze findings and prepare reports of practical solutions for review.
15. Represent the City's interests and positions before legislative and rule-making authorities at all levels of government; recommend policies and procedures.
16. Review and analyze legislation for impact on the City; work with legislators to develop or influence legislation; recommend revisions to proposed legislation.
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:

- Advanced principles and practices of public administration, including the organization, functions, and problems of municipal government.
- Operations, services, and activities of a municipality.
- Government, council, and legislative processes.
- Principles and practices of municipal budget, preparation, and administration.
- Current social, political, and economic trends and operating problems of municipal government.
- Principles and practices of program development and administration.
- Advanced principles and practices of organization, management, and supervision.
- Principles and practices of strategic planning.
- Pertinent federal, state, and local laws, codes, and regulations.
- Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.
- Methods and techniques of research, statistical analysis, and report presentations.

Ability to:

- Provide effective leadership and coordinate the activities of assigned municipal organization.
- Develop and administer City-wide goals, objectives, and procedures.
- Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
- Research, analyze and evaluate new service delivery methods and techniques.
- Plan, organize, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply federal, state and local policies, laws and regulations.
- Negotiate and resolve complex issues.
- Make effective public presentations.
- Delegate authority and responsibility.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public or business administration, or a closely related field. Master's degree in public or business administration is highly desirable.

Experience:

Ten years of progressively responsible experience in municipal government that demonstrates broad knowledge of governmental functions and includes five years of management and supervisory experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is conducted primarily in an office setting. Work involves some travel and frequent attendance at meetings, including many that may be conducted during the evening or on weekends, and irregular hours as necessary to meet deadlines and achieve objectives.

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

FLSA: Exempt

July 10, 2001
Revised: September 2013

CITY OF ANTIOCH
ASSISTANT CITY MANAGER (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.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving a New Class Specification for Director of Public Works, Assigning a Salary Range, Assigning the Classification to the Management-Executive Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the class specification of Director of Public Works.
2. Assigning the Director of Public Works classification to a salary range and to the Management-Executive Unit.

STRATEGIC PURPOSE

Strategy L-10: Effective and efficient management of all aspects of Human Resource management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

Strategy L-11: Attract and hire highly qualified candidates to fill funded vacant positions. **Short Term Objective:** Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

The new class specification of Director of Public Works will be assigned a salary range of \$10,952 - \$13,313. Currently the City has a Public Works Director/City Engineer so there is not fiscal impact to the budget at this time.

DISCUSSION

Management decided that in the event of a vacancy for the position of Public Works Director/City Engineer, it would like the option of hiring a Director of Public Works with or without a Professional Engineers license. The reason for this is to attract a wider range of candidates that have a college degree and experience in the public works field and that it is rare to have one candidate with both the management qualifications and the Professional Engineers license.

In review of neighboring Cities, the City of Pittsburg Public Works Department includes a Director of Water Utilities (salary range \$11,538 - \$14,024) and a Director of Recreation and Maintenance (everything except water and sewer with a salary range \$10,081 – \$12,252). Both class specifications do not include the requirement of a Professional Engineers license. The City of Pittsburg' Community Development Department includes a Director of Community Development/City Engineer (salary range \$11,538 - \$15,768) and this class specification includes the requirement of a Professional Engineers license. The City of Brentwood Public Works department includes a Director of Public Works/City Engineer (salary range \$13,541 - \$16,459). This class specification includes the requirement of a Professional Engineers license. The City of Brentwood also has the class specification of Director of Public Works/Operations (salary range \$10,711 - \$13,020) that does not include the requirement of a Professional Engineers license, but gives the City of Brentwood the ability to hire a Director of Public Works without a Professional Engineers license.

Some of the duties of the Public Works Director are:

- Assume full responsibility for all Public Works Department services and activities including the management of crews in water treatment and distribution, wastewater collection, storm drain and channel maintenance, street maintenance, signs, striping, and street light maintenance, fleet services, parks maintenance, facilities maintenance, geographic information systems, and marina operations; traffic and land use engineering; engineering plan check, design, review and construction inspection; assume full management responsibility for protecting and advancing the City's water rights.
- Plan, program and direct all City Capital Improvement Projects; implement design and construction of Capital Improvement Projects by City staff and consultant engineers.
- Oversee and participate in the development and administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary; prepare requests for proposals; administer agreements for consulting services; conduct research and prepare reports; prepare the capital budget for water, sewer, storm drain, traffic and street reconstruction and repair projects; obtain and manage state and federal grants.

The Public Works Director draft class specification will be assigned to the Management-Executive Unit.

ATTACHMENTS

- A. Resolution approving New Class Specification for Director of Public Works, Assigning a Salary Range, Assigning the Classification to the Management-Executive Unit.

Exhibit A – Director of Public Works Draft Job Description

RESOLUTION NO. 2016/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR DIRECTOR OF PUBLIC
WORKS, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION
TO THE MANAGEMENT-EXECUTIVE UNIT

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, staff has determined that a new classification of Director of Public Works is needed; and

WHEREAS, for internal equity purposes the recommended salary range for the Director of Public Works classification is \$10,952 - \$13,313 per month; and

WHEREAS, since this is a Management Level Classification, it should be assigned to the Management-Executive Unit.

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

Section 1. That the class specification for the classification of Director of Public Works, attached hereto as Exhibit "A"; be approved and added to the City of Antioch employees' Classification System; and

Section 2. That the Director of Public Works classification be assigned a monthly salary range of \$10,952 - \$13,313; and

Section 3. That the Director of Public Works classification be assigned to the Management-Executive Unit.

* * * * *

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

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

PUBLIC WORKS DIRECTOR

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

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Public Works Department including water treatment and distribution, wastewater collection, storm drain and channel maintenance, street maintenance, signs, striping, and street light maintenance, fleet services, parks maintenance, facilities maintenance, geographic information systems, and marina operations; engineering development, design, review and construction inspection for new development and facility expansion and improvement and utility infrastructure rehabilitation; protects and advances the City's water rights; develops and implements short and long term goals for the department; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

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 full responsibility for all Public Works Department services and activities including the management of crews in water treatment and distribution, wastewater collection, storm drain and channel maintenance, street maintenance, signs, striping, and street light maintenance, fleet services, parks maintenance, facilities maintenance, geographic information systems, and marina operations; traffic and land use engineering; engineering plan check, design, review and construction inspection; assume full management responsibility for protecting and advancing the City's water rights.
2. Manage the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommend and administer policies and procedures.
3. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
5. Plan, direct, and coordinate, through subordinate level staff, the Public Works Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.

**CITY OF ANTIOCH
PUBLIC WORKS DIRECTOR**

6. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary; prepare requests for proposals; administer agreements for consulting services; conduct research and prepare reports; prepare the capital budget for water, sewer, storm drain, traffic and street reconstruction and repair projects; obtain and manage state and federal grants.
8. Administer assessment districts.
9. Initiate, direct, and/or conduct special studies related to activities of the department and submit recommendations on projects and programs to the City Manager.
10. Plan, program and direct all City Capital Improvement Projects; implement design and construction of Capital Improvement Projects by City staff and consultant engineers.
11. Administer special City projects, including expansion of water plant facilities and construction of major facilities.
12. Review and assign engineering work to assure the overall quality of the professional engineering.
13. Develop alternative water sources to support the City's water utility.
14. Review and update the City's water and wastewater rate structures to support current utility programs and development of future projects.
15. Review and approve all contractual proposals for activities involved in the City's engineering and construction efforts.
16. Establish and maintain systems and procedures for professional and construction contract control and administration.
17. Coordinate training and safety programs; direct the development of in-service training programs designed to maintain the department's safety record and to increase department efficiencies.
18. Assume responsibility for environmental and regulatory compliance issues and ensure maintenance activities conform to and meet regulatory compliance as required by federal, state, and local codes.
19. Monitor the condition of the City's infrastructure, including buildings, collection system, storm drain system, streets, vehicle fleet, and other related facilities and equipment for maintenance, repair, and replacement.
20. Facilitate, develop, and implement short and long term goals for each assigned division.

**CITY OF ANTIOCH
PUBLIC WORKS DIRECTOR**

21. Provide staff assistance to the City Manager; prepare and present staff reports and other necessary correspondence.
22. Represent the Public Works Department to other departments, elected officials, and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations; establish and maintain liaison with appropriate governmental agencies, private firms, organizations or individuals to assist in achieving City objectives and ensuring compliance with appropriate laws and technical standards affecting engineering and construction activities.
23. Explain, justify, and defend department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
24. Participate on a variety of boards, commissions, and committees; make presentations to the City Council, commissions and other groups, as necessary.
25. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of public works; incorporate new developments as appropriate.
26. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
27. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a comprehensive public works program including water treatment and distribution, wastewater collection, storm drain and channel maintenance, street maintenance, signs, striping, and street light maintenance, fleet services, parks maintenance, facilities maintenance, geographic information systems, and marina operations.
- Principles and practices of civil engineering, program development and administration.
- Modern principles, practices, and techniques of public works administration, organization and operation; design, construction and inspection of municipal public works projects.
- Modern methods, tools, equipment, materials, and work practices utilized in the design, installation, operation, maintenance, and repair of public works facilities and systems including that of wastewater collection and water and treatment facilities.
- Principles and practices of public relations.
- Occupational hazards and standard safety practices.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Principles and laws governing public works contract administration and public safety
- Applicable state and federal grant program procedures, requirements and administration.

- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Manage and direct a comprehensive public works and engineering program.
- Develop and administer departmental goals, objectives, and procedures.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.
- Plan, organize, direct, and coordinate the work of lower level staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- 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.
- Explain City practices and objectives to appropriate public and private agencies, organizations and individuals.
- Coordinate and manage complex capital projects. Establish and maintain systems needed for control of work quality and quantity.
- Facilitate group participation and consensus building.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Bachelor's degree from an accredited college or university required. Coursework in civil engineering, capital project management, or closely related field is desirable.

Experience:

Six years of broad, extensive and increasingly responsible experience in civil engineering, public works development, capital project management, maintenance activities or related service delivery operations, including three years of management and administrative responsibility.

License or Certificate:

Possession of an appropriate driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

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

FLSA: Exempt

March 2016

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*

SUBJECT: Authorization to Amend Consultant Contract with Planning Firm Raney Planning and Management to Increase the Contract Value to a Total Not to Exceed Three Hundred Thousand Dollars (\$300,000)

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to amend the contract for Raney Planning and Management to increase the contract value by \$100,000, bringing the total to \$300,000.

STRATEGIC PURPOSE

These actions are essential to continue to process project applications in a timely manner (Strategic Plan Long Term Goal F: Economic Development. Grow the City out of Recession; and Long Term Goal G: Planning, Entitlements and Permitting. Provide consistent and efficient entitlement, permitting, and development services to the public) in that the consultants will be assisting with the efficient processing of development applications.

FISCAL IMPACT

The City would not incur any real expenses. Rather, all time and material costs are reimbursed by the project applicants. As a result, there is no net cost to the City.

DISCUSSION

With the improvement in the economy and lean staffing levels, the City entered into three year agreements (February 2013 – February 2016) with three planning consultants to provide contract planning services to augment staff time in order to continue to process entitlement applications efficiently. Those consultants were selected following a Request for Qualifications (RFQ) by the City, review and interviews by staff, and approval of the City Manager.

On May 13, 2014, the City Council authorized the City Manager to amend the contracts with the three consultants since the contracts were going to exceed the City Manager's \$50,000 contractual authority. The contracts were then amended to have a not to exceed amount of \$100,000.

On June 9, 2015, the City Council authorized the City Manager to amend the contracts with the same three consultants since the contracts were due to expire and exceed the \$100,000 limiting fee. The new term was 3 years expiring February 25, 2019 and a limiting fee of \$200,000.

We are approaching this amount with Raney Planning and Management as they have worked on several projects, including multiple projects within the Sand Creek Focus Area. Staff has also received multiple requests for Raney Planning and Management to work on upcoming projects in this area due to their established reputation and familiarity with the intricacies of this complex planning area.

Council approval is requested to amend the existing contract to provide for a not to exceed amount of \$300,000 and an expiration of February 2019 for this contract. This continuation of our consultant resources will allow the City to continue to provide essential and mandated development review services to our customers in an effective and efficient manner. It is especially important that this action occur now, as we have not permanently re-established full staffing levels within the Planning Division.

ATTACHMENTS

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager *3*

SUBJECT: Assembly Bill 1707 (Linder)
Public Records Act – Response to Request

RECOMMENDED ACTION

It is recommended that the City Council authorize the Mayor to sign a letter (Attachment A) opposing Assembly Bill (AB) 1707 (Attachment B), which would pose significant operational challenges, increased costs, and the potential for increased litigation on cities.

STRATEGIC PURPOSE

Strategy L-2: Enhance Public Access to Documents.

FISCAL IMPACT

The recommended action has no fiscal impact. However, the passage of Assembly Bill 1707 would increase burdens and costs on the City.

DISCUSSION

Assembly Bill 1707 would create additional workload and operational issues for the City. Staff would be required to remove privileged information out of the title of *each* document requested, keep records, provide document titles, and make judgments on whether a request involves a 'group of similar records.' Ultimately, the proposed amendments do not mitigate the potential negative impacts and instead present additional challenges and costs while hindering local governments working to provide this important public service.

While the California Public Records Request Act (CPRA) is an important tool for establishing trust between the people and their government, the public's right to access must be limited in certain instances to protect the basic functions of government, as the Legislature has already recognized by exempting certain classes of information from its provisions. The burdens, costs and risks of the additional requirement proposed by this bill would be substantial. Information for this report was provided by the California League of Cities.

ATTACHMENTS

- A. Draft Letter
- B. AB 1707 Draft
- C. League of California Cities Action Alert
- D. League of California Cities Opposition Letter
- E. City Clerks Association of California Opposition Letter

CITY LETTERHEAD

March 3, 2016

The Honorable Eric Linder
Member, California State Assembly
State Capitol – Room 2016
Sacramento, CA 95814
Fax: (916) 319-2160

**RE: Assembly Bill (AB) 1707 (Linder) Public Records Act: Response to Request
(as proposed to be amended)
Notice of OPPOSITION**

Dear Assemblymember Linder:

The City/Town of _____ opposes your Assembly Bill (AB) 1707 **as proposed to be amended**. AB 1707 poses significant operational challenges, increased cost and a potential for increased litigation for cities already struggling to comply with the California Public Records Act (CPRA). In addition, the proposed amendments, in fact, create additional workload and operational issues. Staff would be required to remove privileged information out of the title of *each* document requested, keep records, provide document titles, and make judgements on whether a request involves a ‘group of similar records.’ Ultimately, the proposed amendments do not mitigate the potential negative impacts and instead present additional challenges and costs while hindering local governments working to provide this important public service.

While the CPRA is a cornerstone in establishing trust between the people and their government, the public’s right to access must be limited in certain instances to protect the function of government, as the Legislature has already recognized by exempting certain classes of information from its provisions. The burdens and risks of the additional requirement proposed by this bill would be substantial:

AB 1707 would put an incredible burden on Cities: Requiring a public agency to provide a list of all records in its possession that may be responsive to a CPRA request has the potential for imposing significant costs on local agencies. As the California Supreme Court stated in *Haynie v. Superior Court* (2001) 26 Cal.4th 1061, 1074-75:

A single request may involve thousands of pages of materials. (E.g., *State Bd. of Equalization v. Superior Court*, 10 Cal.App.4th 1077, 1183, fn. 6.) To require each public agency to catalog the responsive documents for each of the requests it receives—even when the agency could legitimately claim that all responsive documents are exempt from disclosure—would be burdensome and of scant public benefit. (Cf. *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325, 1345 [request for copies of the Governor’s appointment schedules, calendars, notebooks, and any other documents listing the Governor’s daily activities over a five-year period].)

Cities across California already struggle to comply with the 10 day response period associated with the CPRA. It would be incredibly burdensome to require cities to take the extra step of reviewing and listing each exempt document within that time-frame, especially when factoring in the additional staff time and

resources needed to do so. Due to the increased volume of such requests, many cities large and small have already had to hire additional staff dedicated solely to review documents in association with CPRA requests. The proposed amendment to allow agencies to redact privilege information out of titles in order to meet exemption standards may actually increase workload and does not go far enough to mitigate risks associated with the disclosure of information.

Additionally, Proposition 42 places all of the cost squarely on the shoulders of local public agencies when responding to CPRA requests. Proposition 42 also prevents cities from recouping any of these or future costs associated with the increased staffing/staff time that would be required to comply with this measure.

AB 1707 is unnecessary and will lead to unintended consequences: Simply put, members of the public are already given sufficient information through the written denial of CPRA requests. Cities are already required to state the legal basis under the CPRA for their decision not to disclose documents.

There is a strong risk that that AB 1707 may require the disclosure of information that is otherwise protected from disclosure by the constitution or other privacy statutes, such as the Health Insurance Portability and Accountability Act (HIPAA), the Firefighters' Bill of Rights, or the Peace Officers' Bill of Rights, etc. Releasing such protected information could expose cities or others to both civil and criminal liability.

For example, if “the documents are generated as part of a criminal investigation, a list of documents withheld may also reveal information ordinarily deemed exempt from disclosure, such as how far the investigation has progressed, whether witnesses had been contacted, and whether forensic tests had been conducted.” *Haynie v. Superior Court*, supra, at p. 1075. Thus, the log itself would almost certainly “launch satellite litigation over the adequacy of its descriptions of the documents exempt from disclosure.” This is not to mention that the incredible burden of reviewing the documents and compiling a list within 10 days would also likely lead to an increase in the amount of protected documents inadvertently disclosed.

For these reasons, the **City/Town of _____** **opposes** your Assembly Bill (AB) 1707.

Sincerely,

NAME

TITLE

CITY/TOWN of _____

cc: **Your Senator & Assembly Member**

Your League Regional Public Affairs Manager (via email)

Thomas Clark, Assembly Judiciary Committee, Counsel, Fax: (916) 319-2188

Dane Hutchings, League of California Cities, dhutchings@cacities.org

Meg Desmond, League of California Cities, mdesmond@cacities.org

ASSEMBLY BILL

No. 1707

Introduced by Assembly Member Linder

January 25, 2016

An act to amend Section 6255 of the Government Code, relating to public records.

LEGISLATIVE COUNSEL'S DIGEST

AB 1707, as introduced, Linder. Public records: response to request.

The California Public Records Act requires state and local agencies to make public records available for inspection, unless an exemption from disclosure applies. The act requires a response to a written request for public records that includes a denial of the request, in whole or in part, to be in writing.

This bill instead would require that response to be in writing regardless of whether the request was in writing. The bill would require that written response additionally to include a list that contains the title or other identification of each record requested but withheld due to an exemption and the specific exemption that applies to that record. Because local agencies would be required to comply with this new requirement, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials

and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 6255 of the Government Code is amended to read:

6255.

(a) The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

(b) A response to ~~a written~~ *any* request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing. *That written response also shall include a list that contains both of the following:*

(1) The title or other identification of each record requested but withheld due to an exemption.

(2) The specific exemption that applies to that record.

SEC. 2.

The Legislature finds and declares that Section 1 of this act, which amends Section 6255 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Because the people have the right of access to information concerning the conduct of the people's business, requiring local agencies to provide a written response to any request for public records that is denied and to include in that response a list of each record being withheld due to an exemption from disclosure and the specific exemption that applies furthers the purposes of Section 3 of Article 1.

SEC. 3.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution

ACTION ALERT!!**AB 1707 (Linder)
Expansion of the California Public Records Act****OPPOSE****Background for AB 1707 (Linder):**

AB 1707 will place an incredible burden on cities, is unnecessary and will open the door to civil and criminal litigation.

Although well intended, AB 1707 is an unnecessary measure that poses significant operational challenges, increased cost and a potential for increased litigation for cities already struggling to comply with the 10 day response period associated with the California Public Records Act (CPRA). While the CPRA is a cornerstone in establishing trust between the people and their government, the **public's right to access must be limited in certain instances to protect the function of government**, as the Legislature has already recognized by exempting certain classes of information from its provisions.

The burdens and risks of the additional requirement proposed by this bill would be substantial.

Requiring a public agency to provide a list of all records in its possession that may be responsive to a CPRA request has the potential for **imposing significant costs on local agencies.**

It would be exceedingly onerous to require cities to take the extra step of reviewing and listing each exempt document within that timeframe, especially when factoring in the additional staff time and resources needed to do so. **Due to the increased volume of such requests, many cities large and small have already had to hire additional staff dedicated solely to review documents in association with CPRA requests.**

Additionally, Proposition 42 places all of the cost squarely on the shoulders of local public agencies when responding to CPRA requests. Proposition 42 also prevents cities from recouping any of these or future costs associated with the increased staffing/staff time that would be required to comply with this measure.

AB 1707 is unnecessary. Simply put, members of the public are already given sufficient information through the written denial of CPRA requests. Cities are already required to state the legal basis under the CPRA for their decision not to disclose documents.

There is a strong risk that that AB 1707 may require the disclosure of information that is otherwise protected from disclosure by the constitution or other privacy statutes, such as the Health Insurance Portability and Accountability Act (HIPAA), the Firefighters' Bill of Rights, or the Peace Officers' Bill of Rights, etc. Releasing such protected information could expose cities or others to both civil and criminal liability.

ACTION:

AB 1707 has been scheduled to be heard in Assembly Judiciary Committee on March 15, 2016 at 10 a.m.

- 1) If you have an Assembly Member on this committee, please **send a LETTER of OPPOSITION** and urge their NO VOTE on this measure.
- 2) All members of the Assembly need to hear from their cities. Please **send a letter of CITY OPPOSITION** to the author of AB 1707 and CC your Assembly Member. Sample letter is attached or you may use the [League's Action Center](#) to submit a letter online.

ASSEMBLY JUDICIARY

Member	District	Party	Room	Phone	Fax
Alejo, Luis	30	D	2117	916 319 2030	916 319 2130

Chau, Ed	49	D	2179	916 319 2049	916 319 2149
Chiu, David	17	D	2196	916 319 2017	916 319 2117
Gallagher, James	3	R	5128	916 319 2003	916 319 2103
Garcia, Cristina	58	D	2013	916 319 2058	916 319 2158
Holden, Chris	41	D	319	916 319 2041	916 319 2141
Maienschein, Brian	77	R	4139	916 319 2077	916 319 2177
O'Donnell, Patrick	70	D	4166	916 319 2070	916 319 2170
Stone, Mark (Chair)	29	D	5155	916 319 2029	916 319 2129
Wagner, Donald (Vice-Chair)	68	R	3098	916 319 2068	916 319 2168

Talking Points:

- AB 1707 will place an incredible burden on cities, is unnecessary and will open the door to civil and criminal litigation.
- With limited staff, my city is already struggling to comply with the 10 day response period associated with the California Public Records Act (CPRA). **[Annually, my city's staff averages # requests which accounts for % of their time.]** Given the time and care that this bill would require to protect privileged information, the percentage of staff time dedicated to public records requests could easily double.
- When factoring in additional staff time and resources, AB 1707 would be incredibly burdensome due to its requirement to review, list and catalogue individual exempt documents within a 10 day timeframe—all the while receiving no reimbursement from the State.
- The only way to specifically site each document omitted from a CPRA request would require my city to create a discovery or privilege log cataloging the responsive documents for each of the requests it receives.
- The proposed amendments are not helpful nor do they mitigate the potential negative impacts of AB 1707. In fact, they create additional workload, operational challenges, and costs while hindering local governments' ability to provide this important public service.
- The California Supreme Court states that creating a privilege log would almost certainly **"launch satellite litigation over the adequacy of its descriptions of the documents exempt from disclosure."**
- The intensive nature of reviewing the requested documents and compiling a list within 10 days would likely lead to an increase in the amount of protected documents inadvertently disclosed. Releasing such protected information could expose cities or others to both civil and criminal liability.
- AB 1707 may require the reveal of information that is otherwise protected from disclosure by the constitution or other privacy statutes, such as Health Insurance Portability and Accountability Act (HIPAA), the Firefighters' Bill of Rights, the Peace Officers' Bill of Rights, etc.
- AB 1707 is a solution in search of a problem. It is unnecessary and will lead to unintended consequences. Currently, cities are already required to state the legal basis under the CPRA for their decision not to disclose documents.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

March 2, 2016

The Honorable Eric Linder
Member, California State Assembly
State Capitol – Room 2016
Sacramento, CA 95814

**RE: Assembly Bill (AB) 1707 (Linder) Public Records Act: Response to Request
Notice of OPPOSITION**

Dear Assemblymember Linder,

On behalf of the League of California Cities (League) I regret to inform you that we must **OPPOSE** your Assembly Bill (AB) 1707. Although well intended, AB 1707 is an unnecessary measure that poses significant operational challenges, increased cost and a potential for increased litigation for cities already struggling to comply with the California Public Records Act (CPRA). While the CPRA is a cornerstone in establishing trust between the people and their government, the public's right to access must be limited in certain instances to protect the function of government, as the Legislature has already recognized by exempting certain classes of information from its provisions.

The burdens and risks of the additional requirement proposed by this bill would be substantial:

AB 1707 would put an incredible burden on Cities: Requiring a public agency to provide a list of all records in its possession that may be responsive to a CPRA request has the potential for imposing significant costs on local agencies. As the California Supreme Court stated in *Haynie v. Superior Court* (2001) 26 Cal.4th 1061, 1074-75:

A single request may involve thousands of pages of materials. (E.g., *State Bd. of Equalization v. Superior Court*, 10 Cal.App.4th 1077, 1183, fn. 6.) To require each public agency to catalog the responsive documents for each of the requests it receives—even when the agency could legitimately claim that all responsive documents are exempt from disclosure—would be burdensome and of scant public benefit. (Cf. *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325, 1345 [request for copies of the Governor's appointment schedules, calendars, notebooks, and any other documents listing the Governor's daily activities over a five-year period].)

Cities across California already struggle to comply with the 10 day response period associated with the CPRA. It would be incredibly burdensome to require cities to take the extra step of reviewing and listing each exempt document within that timeframe, especially when factoring in the additional staff time and resources needed to do so. Due to the increased volume of such requests, many cities large and small have already had to hire additional staff dedicated solely to review documents in association with CPRA requests.

Additionally, Proposition 42 places all of the cost squarely on the shoulders of local public agencies when responding to CPRA requests. Proposition 42 also prevents cities from recouping any of these or future costs associated with the increased staffing/staff time that would be required to comply with this measure.

AB 1707 is unnecessary and will lead to unintended consequences: Simply put, members of the public are already given sufficient information through the written denial of CPRA requests. Cities are already required to state the legal basis under the CPRA for their decision not to disclose documents.

There is a strong risk that that AB 1707 may require the disclosure of information that is otherwise protected from disclosure by the constitution or other privacy statutes, such as the Health Insurance Portability and Accountability Act (HIPAA), the Firefighters' Bill of Rights, or the Peace Officers' Bill of Rights, etc. Releasing such protected information could expose cities or others to both civil and criminal liability.

For example, if "the documents are generated as part of a criminal investigation, a list of documents withheld may also reveal information ordinarily deemed exempt from disclosure, such as how far the investigation has progressed, whether witnesses had been contacted, and whether forensic tests had been conducted." *Haynie v. Superior Court, supra*, at p. 1075. Thus, the log itself would almost certainly "launch satellite litigation over the adequacy of its descriptions of the documents exempt from disclosure." This is not to mention that the incredible burden of reviewing the documents and compiling a list within 10 days would also likely lead to an increase in the amount of protected documents inadvertently disclosed.

For the reasons stated above, the League of California Cities must **OPPOSE** your measure. If you have any further questions regarding our position please contact me directly at 916-658-8210.

Respectfully,

A handwritten signature in black ink that reads "D. Hutchings". The signature is written in a cursive, slightly stylized font. The first letter "D" is large and prominent, followed by a period and the name "Hutchings".

DANE HUTCHINGS
Legislative Representative, League of California Cities

CC: The Honorable Mark Stone, Assembly Judiciary Committee (Chair)
The Honorable Donald P. Wagner, Assembly Judiciary Committee (Vice Chair)
Assembly Judiciary Committee, All Members
Tom Clark, Assembly Judiciary Committee (Staff Counsel)



March 7, 2016

The Honorable Eric Linder
Member, California State Assembly
State Capitol – Room 2016
Sacramento, California 95814
Via Electronic Mail

SUBJECT: Assembly Bill 1707 (Linder) Public Records Act: Response to Request (As Proposed To Be Amended)
NOTICE OF OPPOSITION

Dear Assembly Member Linder:

The City Clerks Association of California (“CCAC”) regrets to inform you of our opposition to Assembly Bill 1707 relating to the expansion of the Public Records Act for information that is exempt. AB 1707 poses significant operational challenges, increased costs and a potential for increased litigation for cities already struggling to comply with the California Public Records Act (CPRA). In addition, the proposed amendments create additional workload and operational issues. Staff would be required to remove privileged information out of the title of *each* document requested, keep records, provide document titles, and make judgements on whether a request involves a ‘group of similar records.’ Ultimately, the proposed amendments do not mitigate the potential negative impacts and instead present additional challenges and costs while hindering local governments working to provide this important public service.

While the CPRA is a cornerstone in establishing trust between the people and their government, the public’s right to access must be limited in certain instances to protect the function of government, as the Legislature has already recognized by exempting certain classes of information from its provisions. The burdens and risks of the additional requirement proposed by this bill would be substantial:

AB 1707 would put an incredible burden on cities. Requiring a public agency to provide a list of all records in its possession that may be responsive to a CPRA request has the potential for imposing significant costs on local agencies. As the California Supreme Court stated in *Haynie v. Superior Court* (2001) 26 Cal.4th 1061, 1074-75:

“A single request may involve thousands of pages of materials. (E.g., *State Bd. of Equalization v. Superior Court*, 10 Cal.App.4th 1077, 1183, fn. 6.) To require each public agency to catalog the responsive documents for each of the requests it receives—even when the agency could legitimately claim that all responsive documents are exempt from disclosure—would be burdensome and of scant public benefit. (Cf. *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325, 1345 [request for copies of the Governor’s appointment schedules, calendars, notebooks, and any other documents listing the Governor’s daily activities over a five-year period].)”

Cities across California already struggle to comply with the 10-day response period associated with the CPRA. It would be incredibly burdensome to require cities to take the extra step of reviewing and listing each exempt document within that time-frame, especially when factoring in the additional staff time and resources needed to do so. Due to the increased volume of such requests, many cities large and small have already had to hire additional staff dedicated solely to review documents in association with CPRA requests. The proposed amendment to allow agencies to redact privilege information out of titles in order to meet exemption standards may actually increase workload and does not go far enough to mitigate risks associated with the disclosure of information.

Additionally, Proposition 42 places all of the cost squarely on the shoulders of local public agencies when responding to CPRA requests. Proposition 42 also prevents cities from recouping any of these or future costs associated with the increased staffing/staff time that would be required to comply with this measure.

AB 1707 is unnecessary and will lead to unintended consequences. Simply put, members of the public are already given sufficient information regarding information that is exempt through the written denial of CPRA requests. Cities are already required to state the legal basis under the CPRA for their decision not to disclose documents.

There is a strong risk that that AB 1707 may require the disclosure of information that is otherwise protected from disclosure by the constitution or other privacy statutes, such as the Health Insurance Portability and Accountability Act (HIPAA), the Firefighters' Bill of Rights, or the Peace Officers' Bill of Rights, etc. Releasing such protected information could expose cities or others to both civil and criminal liability.

For example, if "the documents are generated as part of a criminal investigation, a list of documents withheld may also reveal information ordinarily deemed exempt from disclosure, such as how far the investigation has progressed, whether witnesses had been contacted, and whether forensic tests had been conducted." *Haynie v. Superior Court*, supra, at p. 1075. Thus, the log itself would almost certainly "launch satellite litigation over the adequacy of its descriptions of the documents exempt from disclosure." This is not to mention that the incredible burden of reviewing the documents and compiling a list within 10 days would also likely lead to an increase in the amount of protected documents inadvertently disclosed.

For these reasons, CCAC is opposed to AB 1707. Please feel free to give me a call if you have any questions regarding the above.

Sincerely,



Randi Johl, JD, MMC
Legislative Director

C: Members of the Judiciary Committee
Legislative Committee Members, City Clerks Association of California
Board of Directors, City Clerks Association of California
League of California Cities



SUPPLEMENTAL STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

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

SUBJECT: ***Supplemental Report:*** Resolution Authorizing the Purchase of Real Property and Temporary Easements for APN 067-010-003 in Connection with the West Antioch Creek Channel Improvements Project, P.W. 201-6

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a purchase agreement with the State of California, Twenty-Third District Agricultural Association for real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 for a total of \$123,000 in connection with the West Antioch Creek Channel Improvements Project.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

FISCAL IMPACT

Funding for this work will be provided from Drainage Area 55 Impact Fees.

DISCUSSION

In 1993, the Contra Costa County Flood Control District completed channel improvements to West Antioch Creek from the San Joaquin River upstream to approximately West 8th Street. The available funding at the time did not allow improvements to extend further south, thus leaving a 650-foot segment of undersized channel between West 8th Street and the Contra Costa County Fairgrounds property. The West Antioch Creek Channel Improvements Project will improve flood capacity north of West 10th Street by constructing a new culvert and earthen channel system between West 8th Street and West 10th Street and removing accumulated sediment within the downstream channel. Purchase of this right of way and temporary easement is required in order for the project to be constructed.

ATTACHMENTS

- A: Purchase Agreement (***Revised***)
- B: Vicinity Map

RESOLUTION NO. 2016/**
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE
AGREEMENT FOR REAL PROPERTY AND TEMPORARY EASEMENTS
WITHIN THE PROPERTY DESCRIBED AS CONTRA COSTA COUNTY
ASSESSOR PARCEL NUMBER 074-130-050 FOR THE
WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT
P.W. 201-6

WHEREAS, a purchase agreement has been negotiated between the City of Antioch and State of California, Twenty-Third District Agricultural Association real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 in the amount of \$123,000 and;

WHEREAS, the City Attorney has reviewed the purchase agreement and determined that it is appropriate for the City to purchase the real property and temporary easements.

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

1. Authorizes the City Manager to execute the purchase agreement for real property and temporary easements within the property described as Contra Costa County Assessor Parcel Number 074-130-050 in the amount of \$123,000.

* * * * *

ON A MOTION BY Council Member Ogorchock, seconded by Council Member Tiscareno, the foregoing resolution was duly passed and adopted this 22nd day of March 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Wade Harper, City of Antioch Mayor

Arne Simonsen
City Clerk of the City of Antioch

**STATE OF CALIFORNIA
TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION
AGREEMENT OF PURCHASE AND SALE
AND INITIAL ESCROW INSTRUCTIONS**

This Agreement of Purchase and Sale and Initial Escrow Instructions ("**Agreement**"), dated for reference purposes only as of March 1, 2016, is entered into by and between the CITY OF ANTIOCH, a municipal corporation ("**Buyer**"), and the TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services (the "**State**"). State and Buyer are each referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. State is the owner of certain real property consisting of approximately 2.72 acres, together with the improvements located thereon, situated in the City of Antioch, County of Contra Costa, State of California, a portion of Assessor's Parcel Number 067-010-003 and is legally described in **Exhibit A** attached hereto and made a part hereof.

B. As used herein, the term "**Property**" shall mean, collectively: (a) that certain parcel of land consisting of approximately 8,470 square feet or 0.19 acres of land and more particularly described on Exhibit A attached hereto ("**Parcel 1-FEE**"); (b) all of State's right, title and interest (if any) in all improvements located on Parcel 1-FEE (the "**Improvements**") or in any other real or personal property, tangible or intangible, located on the Parcel 1-FEE; (c) all rights, privileges and easements owned by State relating to, or used in connection with or appurtenant to, Parcel 1-FEE, including, without limitation all development rights, air rights, water, water rights, and water stock relating to Parcel 1-FEE and any other easements, rights, rights-of-way, and appurtenances used in connection with the beneficial use and enjoyment of Parcel 1-FEE (collectively, the "**Appurtenances**"), with exception of all mineral deposits as defined in Section 6401 of the California Public Resources Code, without surface rights of entry above a plane 500 feet below the surface of the earth; and (d) temporary construction easement consisting of approximately 91,204 square feet or 2.09 acres ("**Parcel 2**") and a temporary access easement to Property consisting of approximately 19,016 square feet or 0.44 acres ("**Parcel 3**").

C. This Agreement contemplates that the Property is being sold and temporary easement interests, described as Parcel 2 and Parcel 3 in the paragraph above and on Exhibit A are granted by the State in accordance with Section 4051 of the California Food and Agricultural Code.

D. Subject to the requirements of California Food and Agricultural Code Section 4051, and the provisions set forth in this Agreement, State desires to sell Parcel 1-FEE to Buyer and Buyer desires to purchase Parcel 1-FEE from State subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Purchase and Sale. State agrees to sell and convey to Buyer, and Buyer agrees to purchase from State, Parcel 1-FEE, and State also agrees to convey temporary easement interests for Parcel 2 and Parcel 3 on the terms and subject to the conditions set forth in this Agreement. For the purpose of this Agreement, the date on which Escrow Holder, as defined below, acknowledges in writing receiving a fully executed copy of this Agreement shall be hereinafter referred to as the "**Effective Date**."

2. Purchase Price. The total purchase price ("**Purchase Price**") for the Property shall be ONE HUNDRED TWENTYTHREE THOUSAND AND NO/100THS DOLLARS (\$123,000.00).

3. Payment of Purchase Price. The Purchase Price shall be payable by Buyer to State as follows:

(a) Purchase Price. Prior to close of escrow, Buyer shall deposit the Purchase Price with Fidelity National Title Company, located at 2150 John Glenn Drive, Suite 400, Concord, California, 94520, their Escrow No. FCHC-3081500199-DH (Attention: Debbie Heiden) ("**Escrow Holder**"). Purchase Price shall be delivered in immediately available funds, which shall be paid to State at Close of Escrow.

(b) Closing Date. Provided all conditions to the close of escrow set forth in this Agreement have been approved or waived as herein provided, the close of escrow shall take place on or before thirty (30) days after the Effective Date (the "Closing Date").

4. Escrow.

(a) Opening of Escrow. Escrow has been opened with Escrow Holder by Buyer ("**Escrow**"). Buyer and State agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" sections of the Agreement.

(b) Close of Escrow. For the purpose of this Agreement, the "**Close of Escrow**" shall be defined as the date the Grant Deed (as defined in Section 5, below) is recorded in the Official Records of Contra Costa County.

(c) Buyer's Costs. Buyer shall pay all recording fees, documentary transfer taxes, escrow fees, policies of title insurance, and any other costs connected with the closing of this transaction.

(d) Interest. It is understood that Buyer will pay interest on the Purchase Price paid from the date of possession by Buyer. The rate of interest will be the rate of earnings of the Surplus Money Investment Fund and computation will be in accordance with Section 1268.350 of the Code of Civil Procedure. Interest will be computed to and including the date of deposit of the Purchase Price.

5. Conditions of Title. Parcel 1-FEE shall be conveyed to Buyer by State by a grant deed, in the form as substantially set forth in **Exhibit B ("Grant Deed")**, and subject to:

- (a) Title exceptions as set forth in the Preliminary Report provided by Fidelity National Title Company, dated March 15, 2015, Title No. FCHC-3081500199-DC, attached hereto as **Exhibit C**;
- (b) Such other title matters affecting the Property created by or with the written consent of Buyer;
- (c) All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property;
- (d) All matters which would be apparent from an inspection of the Property; and
- (e) All matters which would be disclosed by a survey of the Property (collectively "Approved Conditions of Title").

6. Title Policy. Title shall be evidenced by Escrow Holder's title insurance underwriter ("**Title Company**") willingness to issue its standard California Land Title Association ("**CLTA**") Owner's Policy of Title Insurance, or Buyer may elect to have Escrow Holder issue its American Land Title Association ("**ALTA**") Extended Coverage Owner's Policy of Title Insurance, individually, or collectively ("**Title Policy**") in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title. Buyer shall pay the expense of issuing the Title Policy, including any endorsements to the Title Policy, premium increment costs, and any survey costs associated with an ALTA policy. Buyer's ability to obtain an ALTA policy, if desired, shall be a condition to the Close of Escrow.

7. Title. Buyer has reviewed title to the Property as disclosed by Exhibit C, including, but not limited to (a) the legal description of the Land, (b) all exceptions to coverage included within such Preliminary

Report and all standard exclusions and exceptions, and (c) any and all other matters of or affecting title to the Property (collectively "**Title Documents**"), and any surveys of the Property provided to or obtained by Buyer. State shall cure all monetary liens and monetary encumbrances on the Property as of the Close of Escrow (other than any liens or encumbrances created by or through Buyer). If the Title Company shall revise the Preliminary Report to add or modify exceptions, or add or modify the conditions to obtaining any endorsement requested by Buyer or prior to the expiration of the Review Period, and such additions or modifications are not approved by Buyer and are not removed by the Close of Escrow, Buyer shall be entitled, by written notice to State, to terminate this Agreement and cancel the escrow.

8. Property Investigation, Inspections, Studies. Buyer has completed its property inspections, investigations, tests, and studies and Buyer has fully satisfied itself with the condition of the Property. By executing this Agreement, Buyer is approving the condition of the Property for its intended purchase.

9. Temporary Easement Interest. As part of the Purchase Price, State shall grant Buyer a Temporary Construction Easement and Temporary Access Easement ("**Easement**"), in the form attached as **Exhibit D**. In addition to the terms and conditions as set forth in Exhibit D, the Easement is subject to the following terms and conditions:

(a) Term. The Easement shall commence upon the recordation of Easement in the Official Records of Contra Costa County and terminate on October 31, 2017;

(b) Request to Extend. Upon written request, Buyer may request to extend the Easement term. Approval of the request to extend is at State's sole discretion, which shall not be unreasonably withheld, and shall be extended only with State's prior written approval. If the Easement is extended, Buyer shall pay a monthly fee of THREE THOUSAND THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND NO/100THS DOLLARS (\$3,388.00). Said fee will be paid to STATE in a lump sum within 60-days after termination of Easement; and

(c) Termination. Buyer shall execute a Quitclaim Deed ("**Quitclaim**"), in the form attached as **Exhibit E**, to relinquish the Buyer's temporary easement interests in Parcel 2 and Parcel 3. The fully executed Quitclaim shall be deposited with Escrow Holder and held for recordation on or before sixty (60) days following October 31, 2017 or, if State approves Buyer's request to extend, the extended Easement date.

10. Conditions to Close of Escrow.

(a) Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer at Buyer's request, without any new exceptions or exclusions. All terms and conditions specifically provided in section 7 hereof shall have been met to Buyer's satisfaction;

(ii) Physical Inspections and Studies. Buyer shall have approved the results of any and all inspections, investigations, tests and studies, including, without limitations, investigations with regard to, engineering tests, environmental matters, and soils, seismic and geological reports with respect to the Property;

(iii) Easement. Buyer shall have accepted and submitted Easement to State;

(iv) Quitclaim Deed. Buyer shall have executed and submitted fully-executed Quitclaim to Escrow Holder;

(v) Buyer's Discretion. All approvals and satisfaction by Buyer, or required by Buyer, as provided for in this Agreement shall be at the sole and absolute discretion of Buyer;

(vi) State's Representations. All representations and warranties made by State to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(vii) State's Obligations. As of the Close of Escrow, State shall have performed all of the obligations required to be performed by State under this Agreement; and

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(viii) Documents and Materials. State delivered to Buyer all of the documents and materials described on **Exhibit F** attached hereto, to the extent within State's possession or control ("**Documents and Materials**"). By executing this Agreement, Buyer acknowledges receipt of the Documents and Materials. State makes no representation concerning the adequacy or accuracy of any of the Documents and Materials.

(b) Conditions to State's Obligations. The Close of Escrow and State's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or State's waiver thereof) for State's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to State in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(iii) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder and fully, faithfully and timely performed all of its other obligations under this Agreement;

(iv) Easement. State shall have accepted and submitted fully-executed Easement to Escrow Holder; and

(v) Truthfulness at Close of Escrow. The representations and warranties of Buyer set forth in this Agreement shall be true and correct, on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

(c) Failure of Condition to Close of Escrow. If the conditions set forth in Section 10(a) or Section 10(b) are not timely satisfied or waived by the appropriate benefited Party for a reason other than the default of Buyer or State which shall be handled in accordance with Section 19, below, this Agreement shall terminate and, except as otherwise provided herein, the parties shall have no further obligations hereunder.

11. Deposits by State. At least five (5) business days prior to the Close of Escrow, State shall deposit with Escrow Holder the following documents:

(a) Grant Deed. The grant deed, duly executed and acknowledged in recordable form, conveying fee simple title to the Property to Buyer subject only to the approved exceptions 4, 5, 6, 7, 8 and 9 as shown on the Preliminary Report;

(b) Easement. The duly executed and approved Easement in recordable form conveying temporary easement interest in Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement) to Buyer;

(c) FIRPTA Certificate. If requested, State will provide a certification, acceptable to Escrow Holder, duly executed by State under penalty of perjury, setting forth State's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder;

(d) California Franchise Tax Withholding. State is exempt from the withholding provisions of the California Revenue and Taxation Code, as may be amended from time to time, and that neither Buyer nor Escrow Holder is required to withhold any amount from the Purchase Price pursuant to such provisions; and

(e) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Buyer in order to close Escrow in accordance with the terms of this Agreement.

12. Deposits by Buyer. At least five (5) business days prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) Purchase Price. The Purchase Price, in cash or immediately available funds;

(b) Quitclaim. Buyer shall have delivered the fully executed Quitclaim relinquishing temporary easement interests in Parcel 2 and Parcel 3 to Escrow Holder; and

(c) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or State in order to close Escrow in accordance with the terms of this Agreement.

13. Costs and Expenses. All transfer taxes, title insurance premiums and recording and escrow fees shall be paid by Buyer.

14. Prorations.

(a) Taxes/Assessments. State is exempt from property taxes and none are or will be owing at Close of Escrow.

(b) Other Expenses. All other expenses for the Property, if any, shall be prorated as of 12:01 A.M., on the day of the Close of Escrow between the Parties based upon the latest available information.

(c) Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the Party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto.

15. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary, State makes no representation or warranty (except as expressly set forth in Section 17, below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. The Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. Buyer hereby represents and warrants that Buyer is relying solely upon Buyer's Due Diligence, and has conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development, or suitability for development of the Property. State would not sell the Property to Buyer without the foregoing provision and the waiver and release contained in Section 16 hereof.

16. Property Condition Waiver. Following the Close of Escrow, Buyer waives its right to recover from State, and its directors, officers, employees and agents (collectively, "**State's Representatives**"), and hereby releases State and State's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with (i) the physical condition of the Property, (ii) the failure of the Property to comply with any law or regulation applicable thereto, and (iii) the environmental condition of the Property. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs, or expenses, and claims therefor, arising from or attributable to (i) a material matter actually known to State (excluding constructive notice) and (1) not disclosed to Buyer and (2) not discovered by Buyer prior to the Close of Escrow, and (ii) any breach by State of its express representations or warranties under this Agreement. In connection with the foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Buyer's Initials

17. State's Representations and Warranties. In consideration of Buyer entering into this Agreement, State makes the representations and warranties set forth in this Section 17. For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "**to State's actual knowledge**," or words to such effect, shall mean the present, actual knowledge of Robert Williamson, Chief Executive Officer, Twenty-Third District Agricultural Association, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date. In the event that Buyer, prior to Close of Escrow, becomes aware, from State or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by State or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction and receive a refund of its deposit made by Buyer, thereby waiving any claims or actions that Buyer may have against State as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against State as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against State for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by State.

(a) State's Authority. State is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by State is required in order to make it a valid and binding contractual obligation of State.

(b) No Prior Transfers. Except as disclosed in the Documents and Materials, Title Documents and this Agreement, State has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and State has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement.

(c) Hazardous Materials. Except as disclosed in the Documents and Materials and Title Documents, to the actual knowledge of State, the Property is not, as of the date of the Effective Date of this Agreement, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as defined herein), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. The term "**Hazardous Materials**" shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

(d) Legal Actions. There is no pending lawsuit or, to the actual knowledge of State, threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, which affects the Property.

18. Buyer's Representations and Warranties. In consideration of State entering into this Agreement, Buyer makes the following representations and warranties, each of which is material and is being relied upon by State (the continued truth and accuracy of which constitutes a condition precedent to State's obligations hereunder).

(a) Buyer's Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

(b) Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or

any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(d) No Side Agreements or Representations. Buyer represents, warrants and covenants to State that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property. Except as specifically provided in Sections 17 and 18 of this Agreement, State makes no representation or warranty regarding the condition of the Property, its past use, or its suitability for Buyer's intended use. Buyer will be relying solely upon its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development, or suitability of the Property.

(e) No Attachments. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or, to the best of Buyer's knowledge, threatened against Buyer.

19. Default; Termination.

(a) Liquidated Damages. **BUYER RECOGNIZES THAT THE PROPERTY WILL BE REMOVED BY THE STATE FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT, AND THAT IF THIS TRANSACTION CONCERNING THE PROPERTY IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO STATE. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY STATE AS A RESULT OF ANY SUCH DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT AND THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. FOR THESE REASONS, THE PARTIES AGREE THAT IF THE PURCHASE AND SALE IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, THE DEPOSIT PREVIOUSLY MADE BY BUYER SHALL BE FORFEITED TO STATE AS LIQUIDATED DAMAGES. NOTHING CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE AMOUNT OF DAMAGES OBTAINABLE PURSUANT TO AN ACTION UNDER ANY HOLD HARMLESS, DEFENSE OR INDEMNIFICATION PROVISION SET FORTH IN THIS AGREEMENT OR REASONABLE ATTORNEYS' FEES RECOVERABLE PURSUANT TO ANY ACTION UNDER A HOLD HARMLESS, DEFENSE, OR INDEMNIFICATION SET FORTH IN THIS AGREEMENT.**

State _____ Buyer _____

(b) State's Default. In the event the Close of Escrow does not occur due to a breach of this Agreement by State where such default or breach is not cured by State within ten (10) business days commencing after State's receipt from Buyer of written notice of such default or breach, subject to the limitations set forth in this Section, Buyer's sole and exclusive remedy shall be a return of the deposit.

20. Notices. All notices, demands, consents, requests, or other communications required to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent electronically to the electronic-mail address set forth below (provided that, notices given electronically shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

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TO STATE: Mr. Robert Williamson
Chief Executive Officer
23rd District Agricultural Association
Contra Costa County
1201 West 10th Street
Antioch, CA 94509

(925) 470-0040
rwilliamsopn@ccfair.org

With a copy to: Mr. Jeffery A. Peek
Supervising Real Estate Officer
Department of General Services
PMD Branch
Real Property Services Section
State of California
707 Third Street, 5th Floor
West Sacramento, CA 95605

(916) 375-4024
jeff.peek@dgs.ca.gov

TO BUYER: Mr. Steve Duran
City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

(925) 779-7011
sduran@ci.antioch.ca.us

With copies to: Derek Cole
Interim City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

(925) 779-7015
cityattorney@ci.antioch.ca.us

Scott Buenting
Associate Engineer
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

(925) 779-7050
sbuenting@ci.antioch.ca.us

TO ESCROW HOLDER: Ms. Debbie Heiden
Escrow Officer
Fidelity National Title Company
2150 John Glenn Drive, Suite 400
Concord, CA 94520

(925)
Debbie.heiden@fnf.com

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 20, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 P.M. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

21. Brokers. State represents and warrants to Buyer, and Buyer represents and warrants to State, that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Buyer shall indemnify, protect, save harmless and defend State from any liability, cost, or expense connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Buyer in connection with this transaction. State shall indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by State in connection

with this transaction. This indemnity provision shall survive the Closing or any earlier termination of this Agreement.

22. Assignment. Buyer shall not assign its right, title or interest in this Agreement to any other party without the prior written consent of State, which determination may be withheld in State's sole and absolute discretion. Buyer may, however, assign this Agreement and all of Buyer's rights under it to an entity in which Buyer has an ownership interest, subject to the terms of this Agreement, provided that (i) such assignee assumes in a writing reasonably acceptable to State, all of the obligations of Buyer, (ii) State receives prior written notice of such assignment, (iii) the original Buyer remains fully liable for all obligations under this Agreement, and (iv) the assignee agrees to execute all documents and perform all obligations of Buyer as if such assignee were the original Buyer under this Agreement.

23. Indemnification. Buyer shall defend, indemnify, and hold the State harmless from and against any and all claims, liabilities, obligations, losses, damages, costs, and expenses, including, but not limited to, attorneys' fees, court costs, and litigation expenses that State may incur or sustain by reason of or in connection with any misrepresentation made by Buyer pursuant to this Agreement.

24. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival. All of the Buyer's and State's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Close of Escrow of the Property, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Grant Deed for the Property.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the Parties hereto.

(e) Entire Agreement. This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.

(f) Time of Essence. State and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to timely perform any of the terms, conditions, obligations, or provisions hereof by either Party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.

(g) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture, or any other association between Buyer and State.

(h) Construction/Exhibits. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and

vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(i) Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the State of California.

(j) Days of Week. A business day, as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 P.M. on the next business day.

(k) Possession of Property. Except as disclosed in the Title Documents and this Agreement, Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow.

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

(m) Electronic Copies. In order to expedite the transaction contemplated herein, electronically copied signatures sent via e-mail may be used in place of original signatures on this Agreement. State and Buyer intend to be bound by the signatures on the electronically copied document, and are aware that the other party will rely on the electronically copied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic copy of a signature.

(n) Termination Documents. If this Agreement is terminated prior to the Close of Escrow for any reason, Buyer shall deliver to State the following documents and materials (collectively hereinafter referred to as the "**Termination Documents**") (i) the Documents and Materials delivered to Buyer by State, and (ii) at no cost and without warranty as to correctness, copies of all inspections, investigations, tests and studies that were generated by Buyer and/or by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the deposit to Buyer, such deposit shall not be returned to Buyer unless and until Buyer has fulfilled its obligation to return to State the Termination Documents.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below.

STATE:

**TWENTY-THIRD DISTRICT AGRICULTURAL
ASSOCIATION
AN INSTITUTION OF THE STATE OF CALIFORNIA**

By: _____
ROBERT WILLIAMSON
CHIEF EXECUTIVE OFFICER

DATE: _____

APPROVED:

**STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
DANIEL C. KIM, DIRECTOR**

By: _____
JEFFERY PEEK
SUPERVISING REAL ESTATE OFFICER
REAL PROPERTY SERVICES SECTION

DATE: _____

APPROVED:

**STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE**

By: _____
JOHN QUIROZ
BRANCH CHIEF

DATE: _____

BUYER:

**CITY OF ANTIOCH
A MUNICIPAL CORPORATION**

By: _____
STEVE DURAN
CITY MANAGER

DATE: _____

ATTEST:

By: _____
ARNE SIMONSEN
CITY CLERK

DATE: _____

FORM APPROVED:

By: _____
DEREK COLE
INTERIM CITY ATTORNEY

DATE: _____

All

RECEIPT BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that on _____, 2016, which, pursuant to Section 3, is the **Effective Date**, the undersigned received a fully executed duplicate original (with all appropriate Sections initialed by both parties) of the foregoing Agreement of Purchase and Sale and Initial Escrow Instructions by and between CITY OF ANTIOCH, a municipal corporation, as Buyer, and TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services, as State. Subject to Escrow Holder's receipt of acceptable escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement and to comply with these instructions.

Escrow Holder:

FIDELITY NATIONAL TITLE COMPANY
Escrow Officer
2150 John Glenn Drive, Suite 400
Concord, CA 94520

Escrow No.: FCHC-3081500199-DH
Attention: Debbie Heiden
Facsimile: (925)
Email: debbie.heid@fnf.com

BY: _____

NAME: _____

ITS: _____

DATE: _____

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EXHIBIT A

PAGE 1 OF 2

LEGAL DESCRIPTION

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described in the Deed to the Twenty-third District Agricultural Association, recorded November 19, 1952 in Book 2027 Official Records at Page 476 and in the Certificate of Approval, recorded July 17, 1947 in Book 1079 Official Records at Page 382, both in Contra Costa County Records, consisting of three (3) parcels, more particularly described as follows:

PARCEL 1- FEE

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 49.96 feet; thence, leaving said easterly line, South 89°02'10" West, 121.36 feet; thence, North 00°47'06" East, 70.68 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 00°09'38" West, through a central angle of 00°48'47", an arc distance of 14.19 feet; thence, North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING.**

Containing 8,470 square feet or 0.19 acres, more or less.

PARCEL2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 379.57 feet; thence, leaving said easterly line, South 89°02'10" West, 215.96 feet; thence, North 02°27'35" West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 06°35'35" East, through a central angle of 07°34'00", an arc distance of 132.06 feet; thence, North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING.**

Containing 91,204 square feet or 2.09 acres, more or less.

AB

EXHIBIT A

PAGE 2 OF 2

PARCEL 3

A Temporary Access Easement of duration twenty-two (22) months, expiring on October 31, 2017, to be used for ingress and egress on, over and across the following described parcel of land:

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING**.

Containing 19,016 square feet or 0.44 acres, more or less.

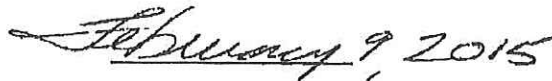
Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date



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EXHIBIT B

PAGE 1 OF 3

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

STEVE DURAN
CITY MANAGER
CITY OF ANTIOCH
P. O. BOX 5007
ANTIOCH, CA 94531-5007

ATTN: SCOTT BUENTING

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Agency: 23rd District Agricultural District
Project: W Antioch Creek Channel Improvement
Project No.: 7579-6D8399
ABMS: 140983 File: TR15038

A portion of Contra Costa County APN: 067-010-003

Pursuant to the provisions of Section 4051 of the California Food and Agricultural Code, the TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services, hereinafter called STATE, hereby GRANTS to

The CITY OF ANTIOCH, a municipal corporation, all that real property in the County of Contra Costa, State of California, as described in the attached Exhibit A, consisting of one page, and by reference made a part hereof, and as depicted in the map shown in the attached Exhibit B consisting of one page.

EXCEPTING AND RESERVING to the State of California all mineral deposits as defined in Section 6407 of the Public Resources Code below a depth of 500 feet, without surface rights of entry.

DATE: _____

STATE:

**TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION
AN INSTITUTION OF THE STATE OF CALIFORNIA**

BY: _____

ROBERT WILLIAMSON
CHIEF EXECUTIVE OFFICER

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
DANIEL C. KIM, DIRECTOR

By: _____

JEFFERY PEEK
SUPERVISING REAL ESTATE OFFICER
REAL PROPERTY SERVICES SECTION

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

By: _____

JOHN QUIROZ
BRANCH CHIEF

AIS

EXHIBIT B

PAGE 2 OF 3

EXHIBIT A

LEGAL DESCRIPTION

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described in the Deed to the Twenty-third District Agricultural Association, recorded November 19, 1952 in Book 2027 Official Records at Page 476 and in the Certificate of Approval, recorded July 17, 1947 in Book 1079 Official Records at Page 382, both in Contra Costa County Records, consisting of three (3) parcels, more particularly described as follows:

PARCEL 1- FEE

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 49.96 feet; thence, leaving said easterly line, South 89°02'10" West, 121.36 feet; thence, North 00°47'06" East, 70.68 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 00°09'38" West, through a central angle of 00°48'47", an arc distance of 14.19 feet; thence, North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING..**

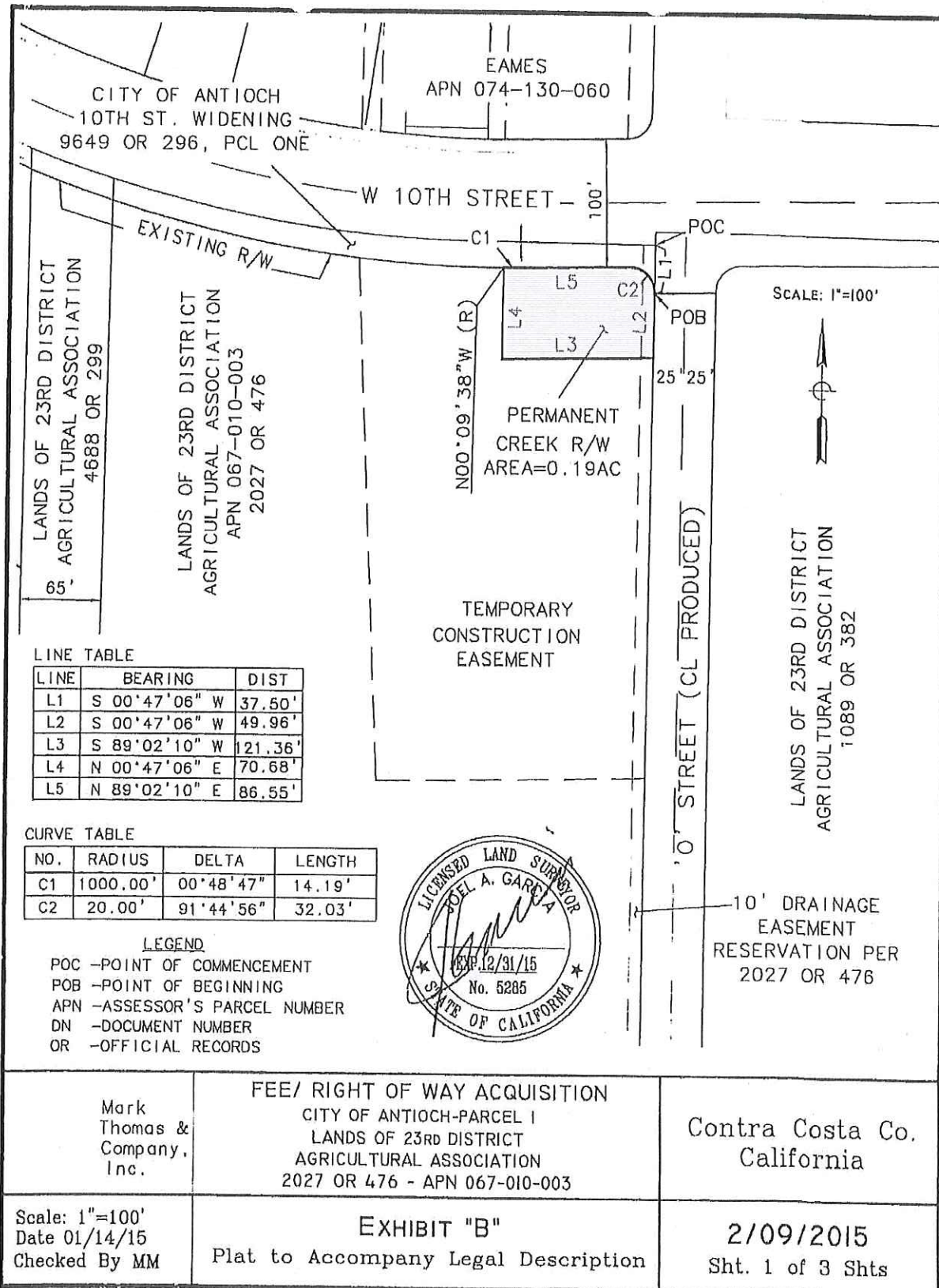
Containing 8,470 square feet or 0.19 acres, more or less.

AKG

EXHIBIT B

PAGE 3 OF 3

EXHIBIT B

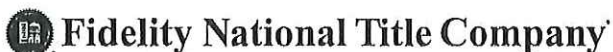


Mark Thomas & Company, Inc.	FEE/ RIGHT OF WAY ACQUISITION CITY OF ANTIOCH-PARCEL 1 LANDS OF 23RD DISTRICT AGRICULTURAL ASSOCIATION 2027 OR 476 - APN 067-010-003	Contra Costa Co. California
Scale: 1"=100' Date 01/14/15 Checked By MM	EXHIBIT "B" Plat to Accompany Legal Description	2/09/2015 Sht. 1 of 3 Shts

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EXHIBIT C

PAGE 1 OF 19



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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EXHIBIT C

PAGE 2 OF 19

Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
191 Sand Creek Road, Suite 160 • Brentwood, CA 94513
(925)240-0070 • FAX (925)240-0080

*Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference*

PRELIMINARY REPORT

Title Officer: Debbie Calhoun
Title No.: FCHC-3081500199-DC

Escrow Officer: Debbie Heiden
E-Mail: debbie.heid@fnf.com
Escrow No.: FCHC-3081500199 -DH

TO: Contra Costa County
255 Glacier Dr
Martinez, CA 94553
Attn:

PROPERTY ADDRESS(ES): APN: 067-010-003, Antioch, CA

EFFECTIVE DATE: March 15, 2015 at 07:30AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, AN INSTITUTION OF THE STATE OF CALIFORNIA, AS TO PARCELS ONE AND TWO; THE STATE OF CALIFORNIA, AS TO PARCEL THREE

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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EXHIBIT C

PAGE 3 OF 19

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 067-010-003

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PORTION OF THE RANCHO LOS MEDANOS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 18, BLOCK "A", AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF HOOPER'S ADDITION TO THE TOWN OF ANTIOCH", CONTRA COSTA COUNTY, CALIFORNIA, FILED JULY 13, 1914, IN MAP BOOK 11, PAGE 261, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF TENTH STREET WITH THE EASTERLY LINE OF "L" STREET, AS DELINEATED UPON SAID MAP; THENCE ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF TENTH STREET, WEST 60 FEET TO THE WESTERLY LINE OF "L" STREET; THENCE ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF "L" STREET, SOUTH 100 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN .23 ACRE PARCEL DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO HARRY H. BOYER AND HELEN H. BOYER, HIS WIFE, AS JOINT TENANTS, DATED NOVEMBER 15, 1943, RECORDED NOVEMBER 20, 1943, IN BOOK 761 OF OFFICIAL RECORDS, PAGE 203, UNDER RECORDER'S SERIAL NO. 24470, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID "BOYER" PARCEL AND ITS WESTERLY PROLONGATION, WEST A DISTANCE OF 200 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO EWART M. WOODMAN AND ALBERTA WOODMAN, HIS WIFE, AS JOINT TENANTS, DATED DECEMBER 7, 1944, RECORDED DECEMBER 14, 1944, IN BOOK 792 OF OFFICIAL RECORDS, PAGE 493, UNDER RECORDER'S SERIAL NO. 27594; THENCE ALONG THE WESTERLY LINE OF SAID "WOODMAN" PARCEL, NORTH 100 FEET TO THE SOUTH LINE OF TENTH STREET; THENCE ALONG SAID SOUTH LINE, WEST 880 FEET TO A POINT; THENCE PARALLEL TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF "O" STREET, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "WESTERN SUBDIVISION", CONTRA COSTA COUNTY, CALIFORNIA; FILED SEPTEMBER 12, 1946, IN MAP BOOK 30, PAGES 50 AND 51, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SOUTH 2056.40 FEET TO THE NORTHERLY LINE OF THE SOUTHERN PACIFIC COMPANY RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 75° 09' 30" EAST, 1070.98 FEET TO THE WESTERLY LINE OF THE COUNTY ROAD BEING THE SOUTHERLY EXTENSION OF "L" STREET, AS SHOWN ON THE MAP OF THE TOWN OF ANTIOCH; THENCE ALONG SAID WESTERLY LINE, NORTH 3° 53' WEST, 660.64 FEET AND NORTH 1571.61 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PORTION OF THE RANCHO LOS MEDANOS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO THE TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, RECORDED JULY 17, 1947, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND STATE, IN VOLUME 1079 OF OFFICIAL RECORDS, AT PAGE 382, AND WHICH POINT OF BEGINNING BEARS SOUTH ALONG SAID WEST LINE, DISTANT THEREON 10 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL; THENCE FROM SAID POINT OF BEGINNING, RUNNING ALONG SAID WEST LINE, SOUTH 2046.40 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE RUNNING ALONG SAID NORTHERLY RAILROAD LINE, NORTH 75° 09' 30" WEST, 451.18 FEET; THENCE LEAVING SAID NORTHERLY RAILROAD LINE, NORTH 1973.03 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & CO. TO THE COUNTY OF CONTRA COSTA, RECORDED AUGUST 27, 1946, IN THE OFFICE OF THE RECORDER

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EXHIBIT C

PAGE 4 OF 19

Title No.: FCHC-3081500199-DC

EXHIBIT "A"

Legal Description
(continued)

OF SAID COUNTY AND STATE, IN VOLUME 924 OF OFFICIAL RECORDS, AT PAGE 485, FROM WHICH POINT THE CENTER OF A CURVE TO THE LEFT, CONCAVE TO THE NORTH, WITH A RADIUS OF 990 FEET, BEARS NORTH 16° 47' 50" EAST; THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 290.22 FEET; THENCE TANGENT TO THE LAST PRECEDING COURSE, EAST 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A PORTION OF THE RANCHO LOS MEDANOS, BEING A STRIP OF LAND, 65 FEET IN WIDTH, RIGHT ANGLE MEASUREMENTS, THE EAST LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO COUNTY OF CONTRA COSTA, RECORDED AUGUST 27, 1946, IN BOOK 924, OFFICIAL RECORDS, AT PAGE 485, AT THE WEST LINE OF THE 20 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO 23RD DISTRICT AGRICULTURAL ASSOCIATION, RECORDED NOVEMBER 19, 1952, IN BOOK 2027, OFFICIAL RECORDS, AT PAGE 474; THENCE FROM SAID POINT OF BEGINNING, SOUTH ALONG SAID WEST LINE, TO A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY 65 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY.

THE NORTHERLY TERMINUS OF SAID 65 FOOT STRIP OF LAND IS THE SOUTH LINE OF SAID COUNTY OF CONTRA COSTA PARCEL, 924 OR 485, AND THE SOUTHERLY TERMINUS THEREOF IS A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY 65 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY.

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EXHIBIT C

PAGE 5 OF 19

Title No.: FCHC-3081500199-DC

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. Rights of the public and the City of Antioch over that portion of premises lying within the lines of "L" Street as the same now exists.
5. Rights of the public and the City of Antioch over that portion of premises lying within the lines of 10th Street as the same now exists.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: C. A. Hopper & Co., a corporation
Purpose: Drainage
Recording Date: November 19, 1952
Recording No.: 53274, Book 2027, Page 474, Official Records
Affects: Easterly 10 feet of Parcel Two

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Antioch
Purpose: A drainage flood control ditch
Recording Date: October 1, 1964
Recording No.: 88395, Book 4714, Page 51, Official Records
Affects: Easterly and Southerly 65 feet of Parcel Two

8. Matters contained in that certain document

Entitled: Notice of Federal Interest
Dated: March 12, 2004
Executed by: Contra Costa County Community Services Department
Recording Date: March 12, 2004
Recording No.: 2004-84909, Official Records

Reference is hereby made to said document for full particulars.

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EXHIBIT C

PAGE 6 OF 19

Title No.: FCHC-3081500199-DC

EXCEPTIONS

(continued)

9. Matters contained in that certain document

Entitled: Notice of Federal Interest
Dated: March 12, 2004
Executed by: Contra Costa County Community Services Department
Recording Date: March 12, 2004
Recording No.: 2004-84910, Official Records

Reference is hereby made to said document for full particulars.

10. This Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Twenty-Third District Agricultural Association

- a. A copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of the resolution authorizing the subject transaction, together with a Certificate of Compliance pursuant to Section 5912 or 7912 Corporations Code.
- c. If the Articles and/or By-laws require approval by a "parent" organization, a copy of those By-laws and Articles of Incorporation is required.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

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EXHIBIT C

PAGE 7 OF 19

Title No.: FCHC-3081500199-DC

NOTES

Note 1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Structure, known as APN: 067-010-003, Antioch, CA, to an Extended Coverage Loan Policy.

Note 2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	067-010-003
Fiscal Year:	2014-2015
1st Installment:	\$10,031.79
2nd Installment:	\$10,031.79
Exemption:	\$0.00
Land:	\$976,531.00
Improvements:	\$2,766,565.00
Personal Property:	\$0.00
Code Area:	53040
Bill No.:	058795

Note 4. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 5. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 6. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

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EXHIBIT C

PAGE 8 OF 19

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: January 6, 2015

Order No.: FCHC-3081500199--DH

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

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EXHIBIT C

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PRIVACY NOTICE

(continued)

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose Information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

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EXHIBIT C
PAGE 10 OF 19

PRIVACY NOTICE
(continued)

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354 privacy@fnf.com

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EXHIBIT C
PAGE 11 OF 19

ATTACHMENT ONE

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

EXHIBIT C

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**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

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ATTACHMENT ONE
(CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

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ATTACHMENT ONE
(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

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Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

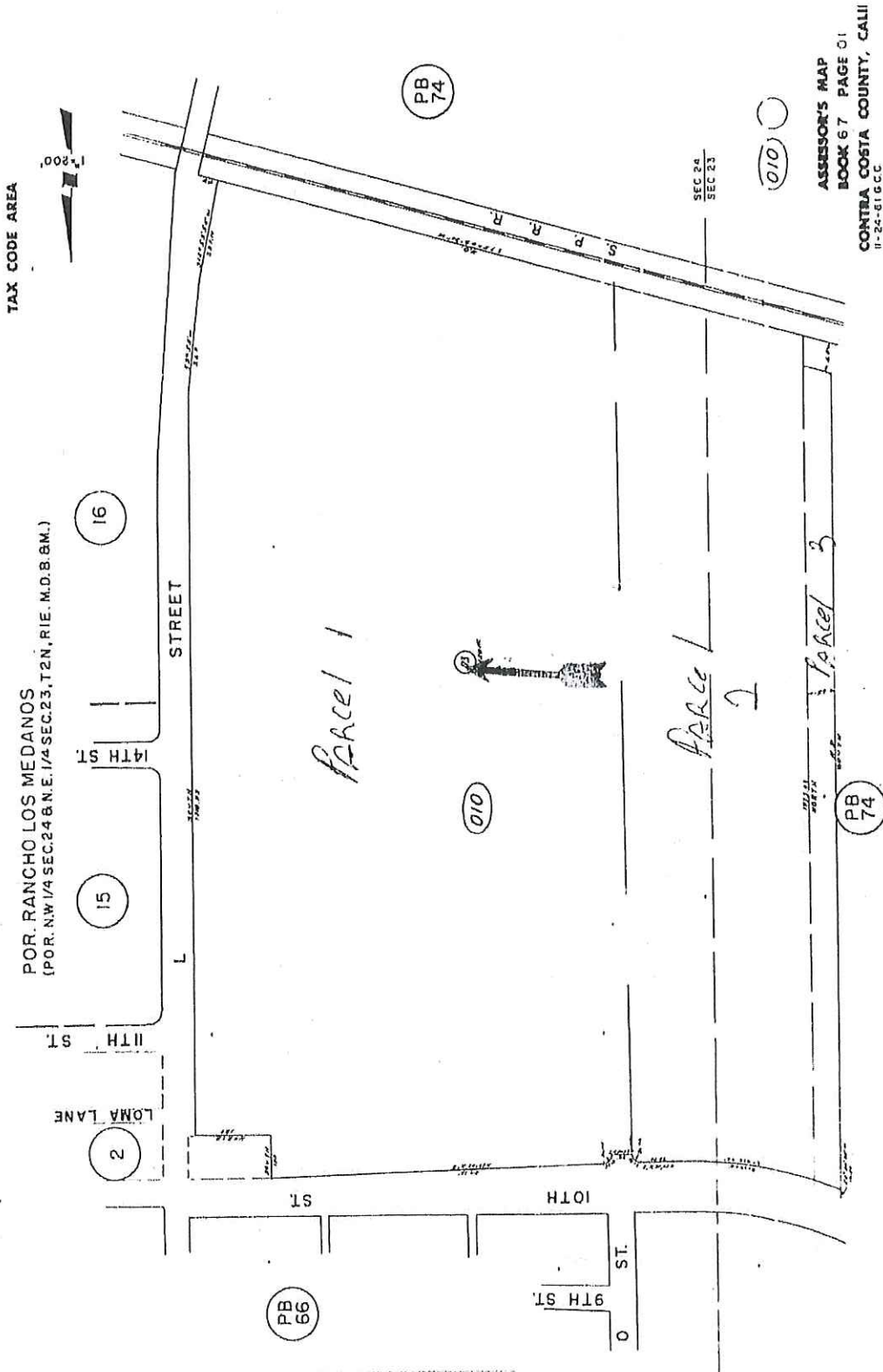
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

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EXHIBIT C
PAGE 19 OF 19



ASSESSOR'S MAP
BOOK 67 PAGE 01
CONTRA COSTA COUNTY, CALIF
11-24-81 G.C.C.

**Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining lands and other lands and NOT to guarantee any dimensions, do not rely on this plat for any purpose.*

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EXHIBIT D

PAGE 1 OF 10

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

STEVE DURAN CITY MANAGER CITY OF ANTIOCH P. O. BOX 5007 ANTIOCH, CA 94531-5007	
ATTN: SCOTT BUENTING	

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

<p>TEMPORARY EASEMENT FOR CONSTRUCTION AND ACCESS</p>	AGENCY: 23rd District Agricultural Association PROJECT: West Antioch Creek Improvement PROJECT No.: 7579-6D8399 FILE: TR 15038 ABMS: 140461
Portion of Contra Costa County APN: 067-010-003	

THIS GRANT OF TEMPORARY EASEMENT ("Easement") is made and entered into this _____ day of _____ 2016 by and between the TWENTY-THIRD DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, with the approval of the California Department of Food and Agriculture and the Director of the State of California Department of General Services, hereinafter called STATE, and CITY OF ANTIOCH, a municipal corporation, its officers, employees, agents and contractors, hereinafter referred to as GRANTEE.

STATE hereby grants permission to GRANTEE to enter upon that real property, being a portion of the Contra Costa County Fairgrounds with a street address of 1201 West 10th Street, Antioch, California, as described in the attached Exhibit A as Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement), consisting of two pages, and by reference made a part hereof, and as depicted in a map shown in the attached Exhibit B consisting of two pages, for the purposes of a temporary construction easement and temporary access easement.

This Easement is subject to the following terms and conditions.

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect said real property.
2. GRANTEE waives all claims against STATE, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and GRANTEE agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by STATE, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by GRANTEE of the rights hereby granted, except those arising out of the sole negligence of STATE.
3. STATE reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with GRANTEE's rights herein.

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EXHIBIT D

PAGE 2 OF 10

4. GRANTEE's access to Contra Costa County Fairgrounds shall only be from West 10th Street onto O Street and limited to GRANTEE, its agents, assignees and contractors. GRANTEE shall not consent to the use of any of said Easement by members of the public.
5. GRANTEE shall furnish a certificate of insurance issued to STATE with amounts of Commercial General Liability of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and Fire and Legal Liability of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) naming the STATE of California, its officers, agents and employees as additional insured. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of A- or better. It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this provision.

The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without 30-days prior written notice to STATE. GRANTEE agrees that the insurance herein provided for shall be in effect at all times during the term of this Easement.

In the event that said insurance coverage expires or is terminated at any time or times during the term of this Easement, GRANTEE agrees to provide STATE at least 30-days prior to said expiration or termination date, a new certificate of insurance evidencing insurance coverage as provided for herein.

In the event GRANTEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, immediately terminate this Easement upon the occurrence of such event.

If GRANTEE is self-insured, GRANTEE shall provide STATE with written acknowledgement of this fact at the time of the execution of this Easement. GRANTEE shall thereafter, provide STATE with a written acknowledgement of the continuation of its self-insured status upon renewal of said policy if said renewal period occurs during the term of this Easement specified herein. If at any time after the execution of this Easement, GRANTEE abandons its self-insured status, GRANTEE shall immediately notify STATE of this fact.

6. GRANTEE understands that Easement is a temporary interest and the Easement period terms are as follows:
 - a. Term: The Easement shall commence upon the recordation of this Easement and terminate on October 31, 2017;
 - b. Request to Extend. Upon written request, GRANTEE may request to extend the Easement term. Approval of the request to extend is at STATE's sole discretion, which shall not be unreasonably withheld, and shall be extended only with STATE's prior written approval. If the Easement is extended, Buyer shall pay a monthly fee of THREE THOUSAND THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND NO/100THS DOLLARS (\$3,388.00). Said fee will be paid to STATE at time of Easement extension. Termination in any event shall occur on or before October 31, 2019; and
 - c. Termination: GRANTEE shall execute a quitclaim deed ("**Quitclaim**"), in the form attached as Exhibit C, consisting of three pages, and by reference made a part hereof, to relinquish the Buyer's temporary Easement interests in Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement). The fully executed Quitclaim shall be deposited with Fidelity National Title Company, 2150 John Glenn Drive, Suite 400, Concord, California, 94520, Escrow No. FCHC-3081500199-DH (Attention: Debbie Heiden) (Escrow Holder), and held for recordation on or before sixty (60) days following October 31, 2017; or, if State approves Buyer's request to extend, the extended Easement date. If Easement term is extended, State shall notify Escrow Holder in writing of the agreed upon extended Easement date.

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EXHIBIT D

PAGE 3 OF 10

7. GRANTEE shall comply with all local, state, and federal laws and regulations while exercising its rights found herein.

IN WITNESS WHEREOF, the STATE and GRANTEE have each caused this instrument to be duly executed as of the date written above.

STATE:

**TWENTY-THIRD DISTRICT AGRICULTURAL
ASSOCIATION**
AN INSTITUTION OF THE STATE OF CALIFORNIA

By: _____
ROBERT WILLIAMSON
CHIEF EXECUTIVE OFFICER

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
DANIEL C. KIM, DIRECTOR

By: _____
JEFFERY PEEK
SUPERVISING REAL ESTATE OFFICER
REAL PROPERTY SERVICES SECTION

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

By: _____
JOHN QUIROZ
BRANCH CHIEF

GRANTEE:

CITY OF ANTIOCH
A MUNICIPAL CORPORATION

By: _____
STEVE DURAN
CITY MANAGER

ATTEST:

CITY CLERK

By: _____
ARNE SIMONSEN
CITY CLERK

DATE: _____

RECOMMENDED FOR APPROVAL:

CITY ATTORNEY

By: _____
DEREK COLE
INTERIM CITY ATTORNEY

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EXHIBIT D

PAGE 4 OF 10

EXHIBIT A

LEGAL DESCRIPTION

PAGE 1 OF 2

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described in the Deed to the Twenty-third District Agricultural Association, recorded November 19, 1952 in Book 2027 Official Records at Page 476 and in the Certificate of Approval, recorded July 17, 1947 in Book 1079 Official Records at Page 382, both in Contra Costa County Records, consisting of three (3) parcels, more particularly described as follows:

PARCEL 2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South $00^{\circ}47'06''$ West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South $00^{\circ}47'06''$ West, 379.57 feet; thence, leaving said easterly line, South $89^{\circ}02'10''$ West, 215.96 feet; thence, North $02^{\circ}27'35''$ West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North $06^{\circ}35'35''$ East, through a central angle of $07^{\circ}34'00''$, an arc distance of 132.06 feet; thence, North $89^{\circ}02'10''$ East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of $91^{\circ}44'56''$, an arc distance of 32.03 feet to said **POINT of BEGINNING..**

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EXHIBIT D

PAGE 5 OF 10

EXHIBIT A

LEGAL DESCRIPTION

PAGE 2 OF 2

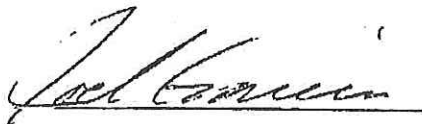
PARCEL 3

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING**.

Containing 19,016 square feet or 0.44 acres, more or less.


Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date



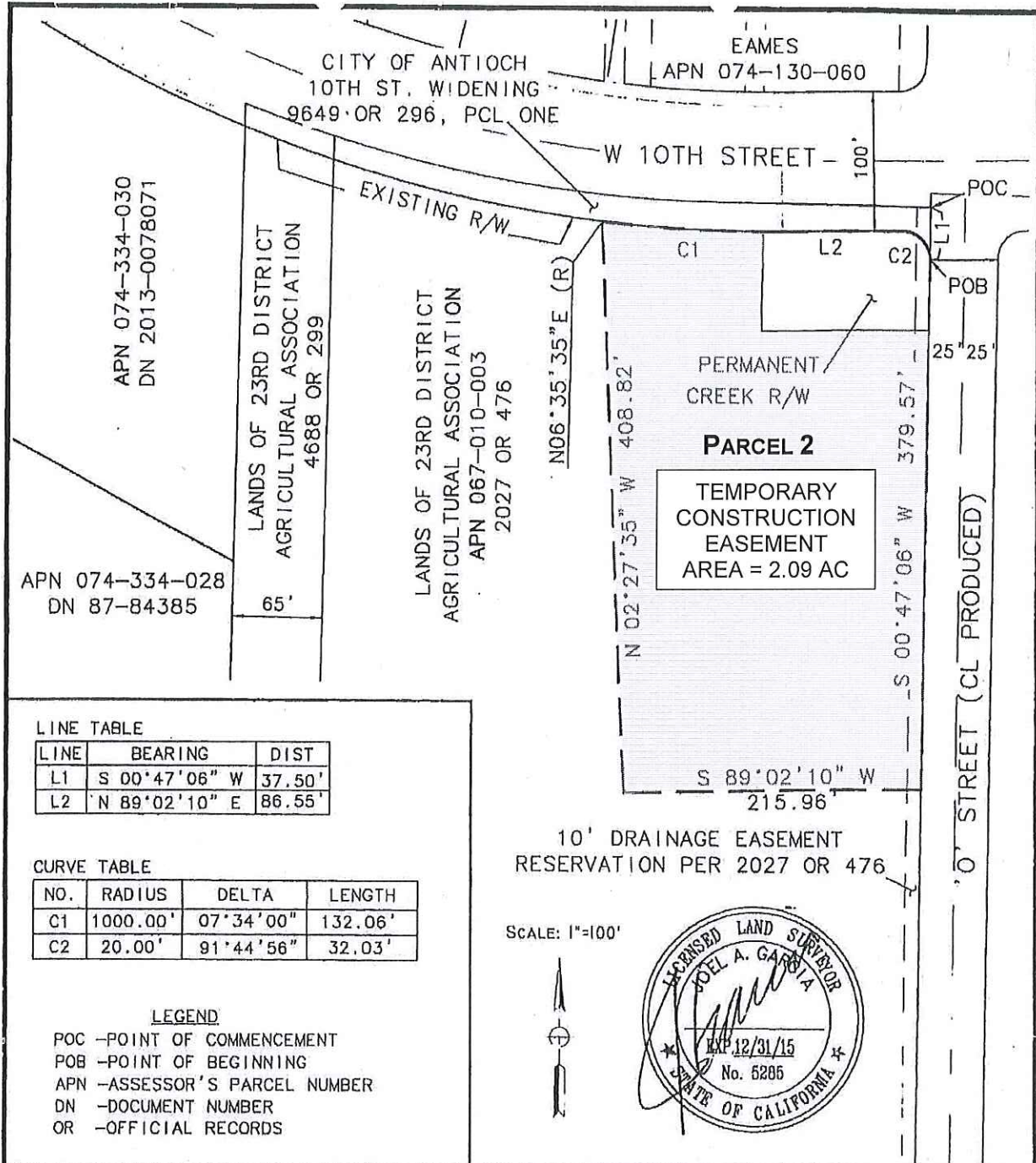
A41

EXHIBIT D

PAGE 6 OF 10

EXHIBIT B

PAGE 1 OF 2



<p>Mark Thomas & Company, Inc.</p>	<p>TEMPORARY CONSTRUCTION EASEMENT CITY OF ANTIOCH-PARCEL 2 LANDS OF 23RD DISTRICT AGRICULTURAL ASSOCIATION 2027 OR 476 - APN 067-010-003</p>	<p>Contra Costa Co. California</p>
<p>Scale: 1"=100' Date 01/14/15 Checked By MM</p>	<p>EXHIBIT "B" Plat to Accompany Legal Description</p>	<p>2/09/2015 Sht. 2 of 3 Shts</p>

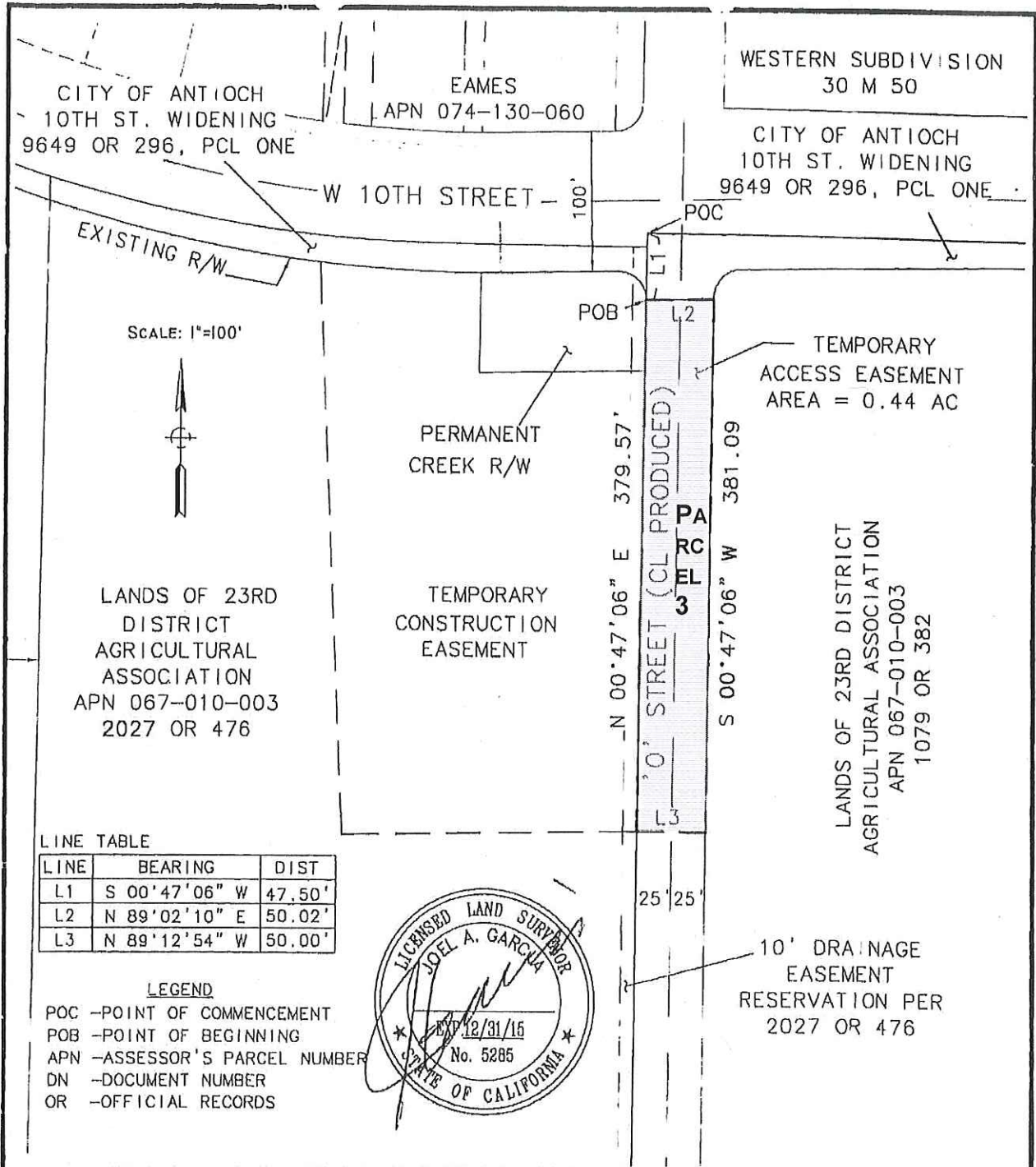
A42

EXHIBIT D

PAGE 7 OF 10

EXHIBIT B

PAGE 2 OF 2



Mark Thomas & Company, Inc.	TEMPORARY ACCESS EASEMENT CITY OF ANTIOCH-PARCEL 3 LANDS OF 23RD DISTRICT AGRICULTURAL ASSOCIATION 1079 OR 382 - APN 067-010-003	Contra Costa Co. California
Scale: 1"=100' Date 01/14/15 Checked By MM	EXHIBIT "B" Plat to Accompany Legal Description	2/09/2015 Sht. 3 of 3 Shts

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EXHIBIT D

PAGE 8 OF 10

EXHIBIT C

PAGE 1 OF 3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA Department of General Services Real Estate Services Division Attn: Patricia Cain Ely 707 Third Street · 5 th Floor West Sacramento, CA 95605
--

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT QUITCLAIM DEED	AGENCY: 23rd District Agricultural Association
	PROJECT: West Antioch Creek Improvement
	PROJECT No.: 7579-6D8399
	FILE: TR 15038
	ABMS: 140461

Portion of Contra Costa County APN: 067-010-003

The City of Antioch, a municipal corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the STATE OF CALIFORNIA, its successors and assigns, any and all of its right, title and interest and claim in and to the real property situated in the State of California, County of Contra Costa, described on the attached Exhibit A as Parcel 2 (Temporary Construction Easement) and Parcel 3 (Temporary Access Easement), consisting of one page, and by reference made a part hereof, and as depicted in a map shown in the attached Exhibit B consisting of one page.

DATE: _____

CITY OF ANTIOCH, a municipal corporation

BY: _____

NAME: _____

TITLE: _____

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EXHIBIT D

PAGE 9 OF 10

EXHIBIT C

PAGE 2 OF 3

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 379.57 feet; thence, leaving said easterly line, South 89°02'10" West, 215.96 feet; thence, North 02°27'35" West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 06°35'35" East, through a central angle of 07°34'00", an arc distance of 132.06 feet; thence,

North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING.**

Containing 91,204 square feet or 2.09 acres, more or less.

PARCEL 3

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING.**

Containing 19,016 square feet or 0.44 acres, more or less.

A45

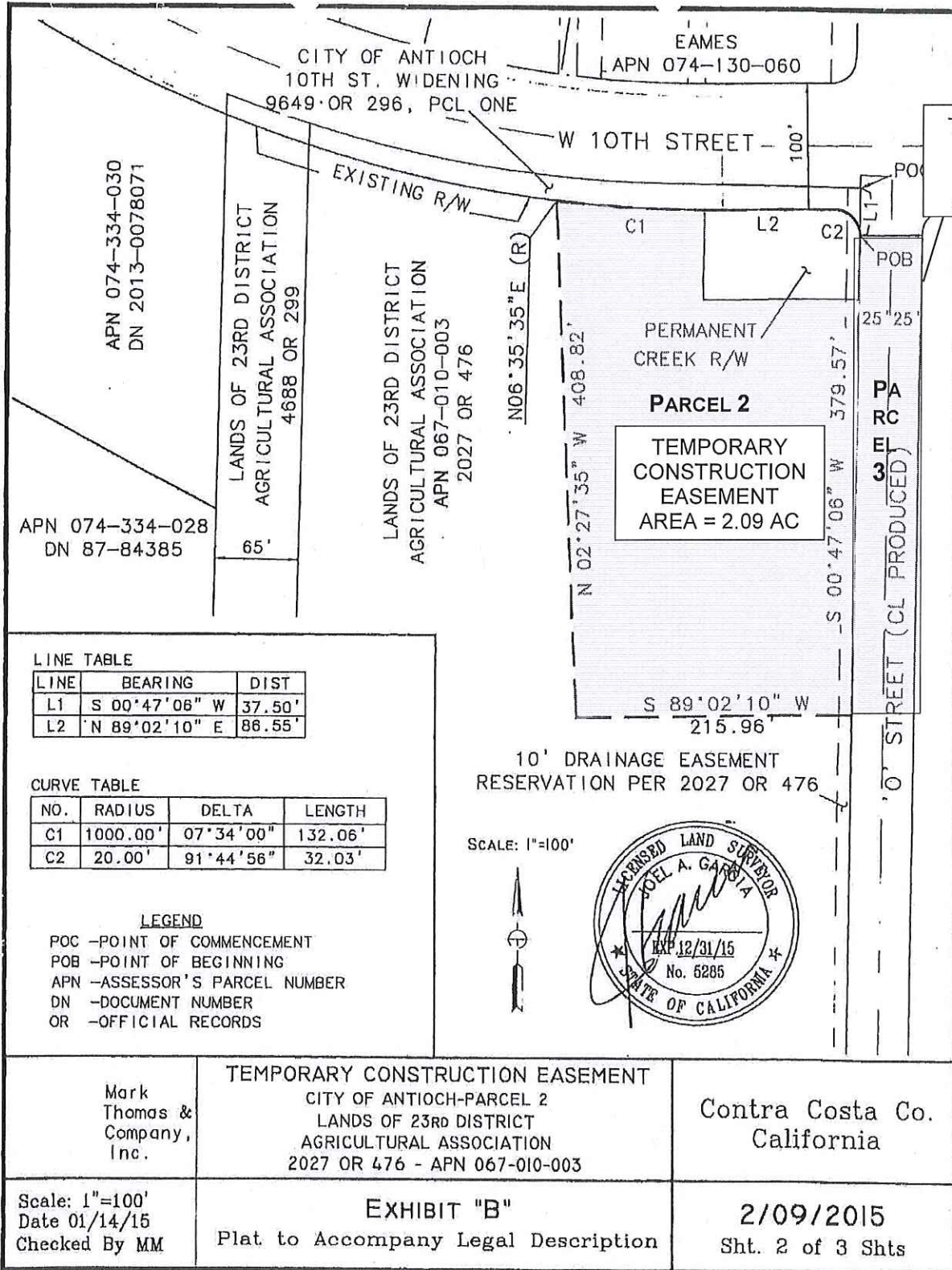
EXHIBIT D

PAGE 10 OF 10

EXHIBIT C

PAGE 3 OF 3

EXHIBIT B



LINE TABLE

LINE	BEARING	DIST
L1	S 00°47'08" W	37.50'
L2	N 89°02'10" E	86.55'

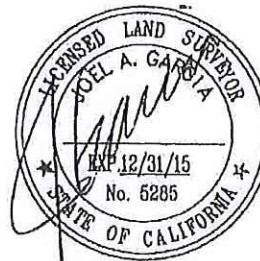
CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	1000.00'	07°34'00"	132.06'
C2	20.00'	91°44'56"	32.03'

LEGEND

- POC -POINT OF COMMENCEMENT
- POB -POINT OF BEGINNING
- APN -ASSESSOR'S PARCEL NUMBER
- DN -DOCUMENT NUMBER
- OR -OFFICIAL RECORDS

SCALE: 1"=100'



Mark
Thomas &
Company,
Inc.

TEMPORARY CONSTRUCTION EASEMENT
CITY OF ANTIOCH-PARCEL 2
LANDS OF 23RD DISTRICT
AGRICULTURAL ASSOCIATION
2027 OR 476 - APN 067-010-003

Contra Costa Co.
California

Scale: 1"=100'
Date 01/14/15
Checked By MM

EXHIBIT "B"
Plat to Accompany Legal Description

2/09/2015
Sht. 2 of 3 Shts

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EXHIBIT E

PAGE 1 OF 3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA Department of General Services Real Estate Services Division Attn: Patricia Cain Ely 707 Third Street · 5 th Floor West Sacramento, CA 95605
--

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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	PROJECT: West Antioch Creek Improvement
	PROJECT No.: 7579-6D8399
	FILE: TR 15038
	ABMS: 140461

Portion of Contra Costa County APN: 067-010-003

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DATE: _____

CITY OF ANTIOCH, a municipal corporation

BY: _____

NAME: _____

TITLE: _____

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EXHIBIT E

PAGE 2 OF 3

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2

COMMENCING at the northeast corner of said parcel of land (2027 OR 476), thence, along the easterly line of said parcel, South 00°47'06" West, 37.50 feet to the **Point of Beginning** for this description; thence, continuing along said easterly line, South 00°47'06" West, 379.57 feet; thence, leaving said easterly line, South 89°02'10" West, 215.96 feet; thence, North 02°27'35" West, 408.82 feet to the southerly line of West 10th Street; thence, along said southerly line, along a non-tangent curve to the left, having a radius of 1000.00 feet, from which the center bears North 06°35'35" East, through a central angle of 07°34'00", an arc distance of 132.06 feet; thence,

North 89°02'10" East, 86.55 feet; thence, thence along a tangent curve to the right having a radius of 20.00 feet through a central angle of 91°44'56", an arc distance of 32.03 feet to said **POINT of BEGINNING.**

Containing 91,204 square feet or 2.09 acres, more or less.

PARCEL 3

COMMENCING at the northwest corner of said parcel of land (1079 OR 382), thence, along the westerly line of said parcel, South 00°47'06" West, 47.50 feet to the **Point of Beginning** for this description; thence, leaving said westerly line, North 89°02'10" East, 50.02 feet; thence, South 00°47'06" West, 381.09 feet; thence, North 89°12'54" West, 50.00 feet to said westerly line; thence, along said westerly line, North 00°47'06" East, 379.57 feet to said **POINT of BEGINNING.**

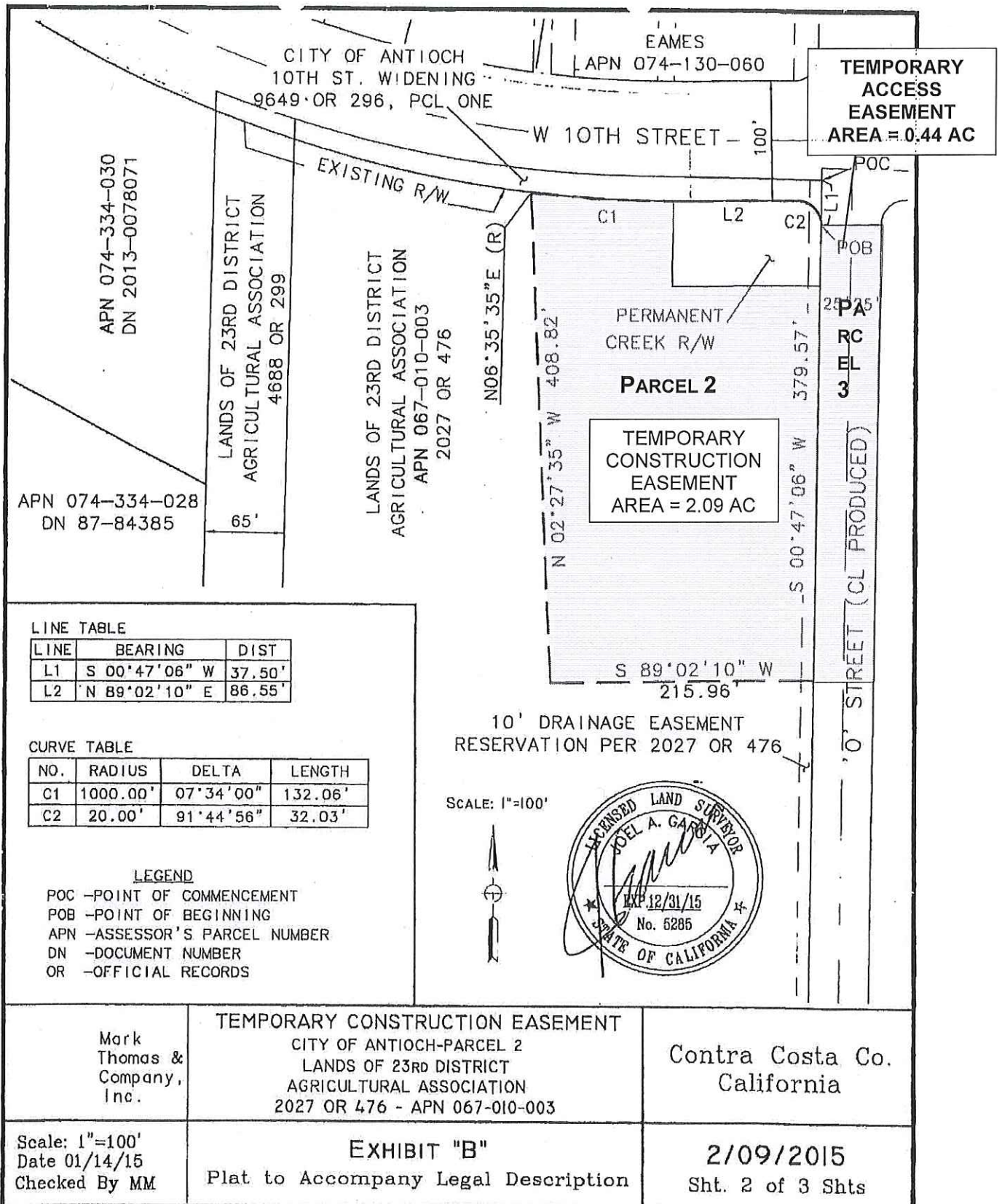
Containing 19,016 square feet or 0.44 acres, more or less.

A48

EXHIBIT E

PAGE 3 OF 3

EXHIBIT B



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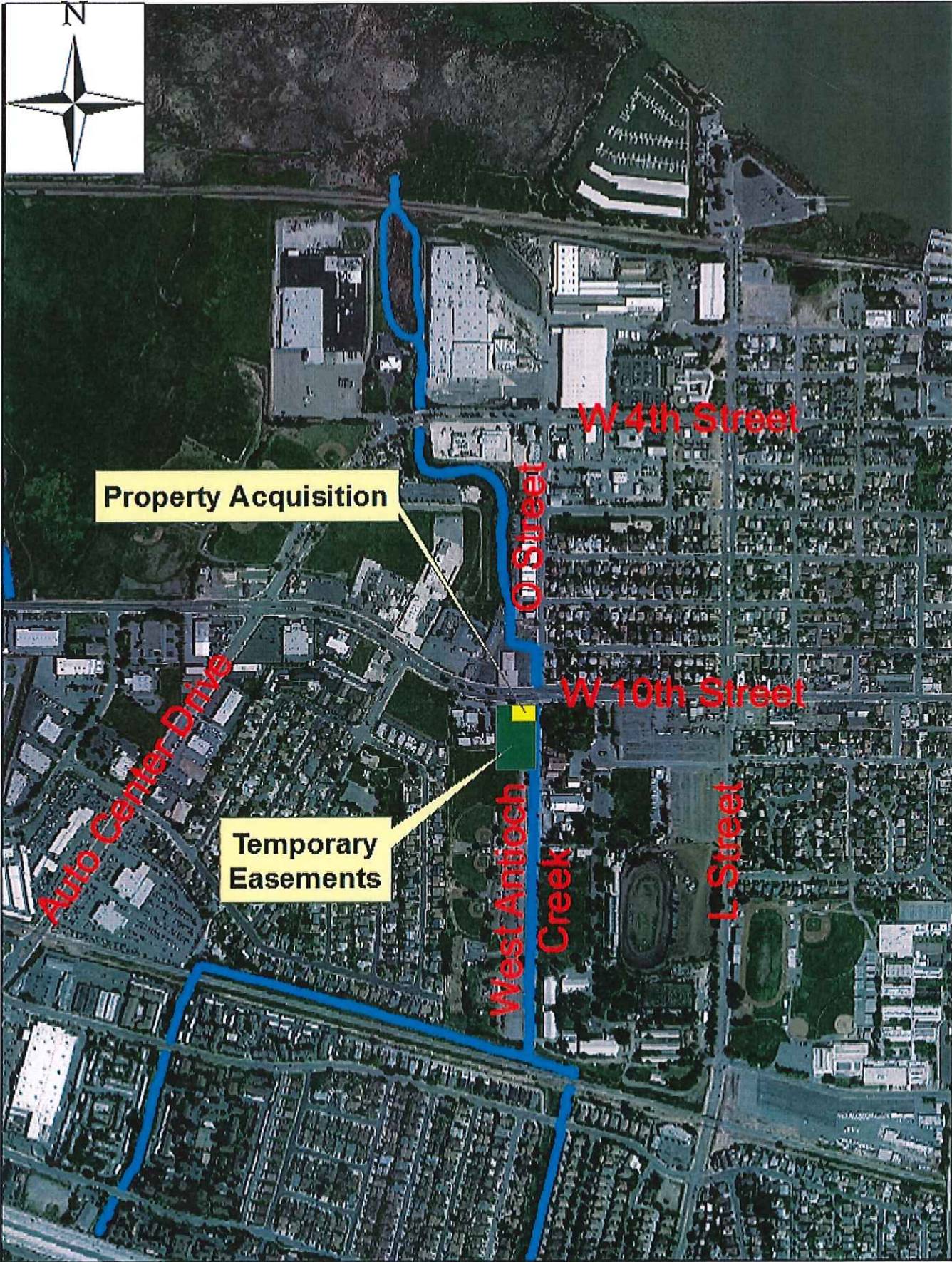
EXHIBIT F

LIST OF DOCUMENTS AND MATERIALS

- A. **Appraisal Review Report** of subject property performed by Department of General Services;
- B. **Grant Deed** from the State of California to City of Antioch for Parcel 1-FEE sent via electronic mail on _____ ;
- C. **Easement** for temporary construction easement (Parcel 2) and temporary access easement (Parcel 3) purposes sent on _____, 2016 by electronic mail;
- D. **Quitclaim Deed** from City of Antioch releasing temporary easement interests in Parcel 2 and Parcel 3 to State of California sent via electronic mail on _____ 2016; and
- E. **Unrecorded Rights Letter** certified by Robert Williamson, Chief Executive Officer, 23rd District Agricultural Association sent via electronic mail on _____, 2016.

ASD

Attachment "B"



Vicinity Map