



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 4:00 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

March 14, 2017

Antioch City Council
Regular Meeting

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

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Michael G. Vigilia, City Attorney

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Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, 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.

4:01 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *All Present – Mayor Wright arrived at 4:03 p.m.*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

- 1) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: City owned Assessors Parcel Numbers (APN No.'s): 066110009; 066101001. City and Agency Negotiator, City Manager Steve Duran; Parties – Orton/Libitzky.
Continued / No action taken
- 2) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: City owned Assessors Parcel Number (APN No.'s): 066010020; 066055001; 066041004; 066051012; 066092001; 066107010; 066107011; 066107001; 066610010; 66051001; 066051002; 066101001. City and Agency Negotiator, City Manager Steve Duran; Parties – City Ventures.
Continued / No action taken
- 3) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – Humphrey's Restaurant: Agency Negotiator – City Manager; Parties – Dorothy Everett and John Jernegan.
Continued / No action taken
- 4) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code § 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organization: Public Employees' Union Local 1.
Continued / No action taken
- 5) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager.** This closed session is authorized pursuant to Government Code section 54957.
No action taken
- 6) **PUBLIC EMPLOYEE APPOINTMENT: Recruitment of City Manager.** This closed session is authorized pursuant to Government Code section 54957.
Direction given to staff

CLOSED SESSIONS (Continued)

7) **PUBLIC EMPLOYEE DISMISSAL.** This closed session is authorized pursuant to Government Code section 54957.

Terminate City Manager Employee Agreement 3/2 (Tiscareno/Ogorchock)

8) **CONFERENCE WITH LABOR NEGOTIATORS.** This closed session is authorized pursuant to Government Code section 54957.6. City designated representatives: Nickie Mastay, Michael Vigilia, Cepideh Roufougar. Employee Organization: Unrepresented Employee – City Manager.

No reportable action

8:00 P.M. **ROLL CALL – REGULAR MEETING** – for Council Members – **All Present**

PLEDGE OF ALLEGIANCE

1. **PROCLAMATIONS**

STAFF REPORT

- American Red Cross Month, March 2017
- Prescription Drug Abuse Awareness Month, March 2017

STAFF REPORT

Approved, 5/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

PRESENTATION – *Public Engagement, presented by Rolando A. Bonilla, Chief Strategy Officer*

PRESENTATION

2. **CONSENT CALENDAR**

A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 28, 2017

Approved, 5/0

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

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 CLAIM: TONY HENDRIX

Rejected, 5/0

STAFF REPORT

Recommended Action: It is recommended that the City Council reject the claim of Tony Hendrix which was received on December 27, 2017.

CONSENT CALENDAR – Continued

D. APPROVAL OF TREASURER’S REPORT FOR JANUARY 2017

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

Approved, 5/0

STAFF REPORT

E. FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH MUNICIPAL RESOURCE GROUP LLC FOR ECONOMIC DEVELOPMENT AND PROPERTY DEVELOPMENT PROJECTS

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Consultant Service Agreement with Municipal Resource Group LLC (MRG) for Economic Development and Property Development Projects in the amount of \$50,000 for a total contract amount of \$100,000.

Reso. No. 2017/25 adopted, 5/0

STAFF REPORT

F. CITY CLERKS ASSOCIATION OF CALIFORNIA ANNUAL CONFERENCE AND ADVANCED ACADEMY

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 and Advanced Academy, April 11-14, 2017 in Cathedral City.

Approved, 5/0

STAFF REPORT

PUBLIC HEARING

3. STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of the City of Antioch; approving form of acquisition agreement for use when applicable; and authorizing related actions.

Reso. No. 2017/26 adopted, 4/1 (Thorpe)

STAFF REPORT

4. APPEAL OF UP-16-10, AR-16-06, V-16-04 – A ST. MINI-MART –AMANDEEP SINGH, APPELLANT AND APPLICANT, HAS APPEALED THE FEBRUARY 15, 2017 PLANNING COMMISSION DENIAL OF A USE PERMIT, DESIGN REVIEW, AND VARIANCE APPLICATION TO OPERATE AN APPROXIMATELY 1,200 SQUARE FOOT CONVENIENCE STORE, INCLUDING THE RENOVATION OF THE EXISTING BUILDING ON SITE. THE PROJECT SITE IS LOCATED AT 2302 A STREET (APN 067-275-023).

Continue item indefinitely, 5/0

STAFF REPORT

Recommended Action: It is recommended that the City Council postpone the item indefinitely. A new public hearing notice will be mailed if and when the item is rescheduled.

COUNCIL REGULAR AGENDA

- 5. RESOLUTION APPROVING THE SERVICES AGREEMENT WITH ARTS & CULTURAL FOUNDATION OF ANTIOCH; PROVIDE DIRECTION TO STAFF FOR FISCAL YEAR 2017-2019 BUDGET

Reso. No. 2017/27 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving the services agreement with the Arts & Cultural Foundation of Antioch, and provide direction to staff for funding in the Fiscal Year 2017-2019 budget.

STAFF REPORT

- 6. UPDATE ON THE STATUS OF DISC GOLF RECREATION

Direction to staff to take steps to finalize agreement, 5/0

Recommended Action: It is recommended that the City Council receive the report on disc golf in Antioch and direct staff.

STAFF REPORT

- 7. SECOND 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)

Reso. No. 2017/28 adopted, 3/2 (Wright/Thorpe)

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Second Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase III of Initial Planning and Funding Assistance for the Brackish Water Desalination Project in the amount of \$797,555 for a total contract amount of \$1,099,071.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 10:05 p.m.



**AMERICAN RED CROSS MONTH
MARCH 2017**

WHEREAS, We have a long history of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our heroes – those Red Cross volunteers and donors who give of their time and resources to help community members; and

WHEREAS, Across the country and around the world, the American Red Cross responds to disasters big and small. In fact, every eight minutes, the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected; and

WHEREAS, It collects nearly 40 percent of the nation’s blood supply; provides 24-hour support to military members, veterans, and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

WHEREAS, In 2016, in Contra Costa County, their volunteers responded to 93 house fires, assisted 182 affected households and taught 281 students fire safety through their Pillowcase Project. They taught First Aid, CPR & AED to 5,832 enrollees and Aquatic & Water Safety to 5,326; and

WHEREAS, Through their service to the Armed Forces, they held briefings for 235 families of service members; and responded to 97 Emergency Service Cases. They provided 13,303 Blood Donations; and

WHEREAS, Regionally, the Red Cross provided 27,219 Northern Californians with their lifesaving mobile apps, and accounted for 173,224 volunteer hours teaching safety, donating blood, and responding to wildfires, flooding, and other emergencies from Monterey to the Oregon border.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim the month of March 2017, as “American Red Cross Month” and encourage all Antioch residents to support this organization and its noble humanitarian mission.

MARCH 14, 2017

SEAN WRIGHT, Mayor

1.01
03-14-17



***PRESCRIPTION DRUG ABUSE AWARENESS MONTH
MARCH 2017***

WHEREAS, In 2015, 52,404, drug overdose deaths occurred, more than during any previous year on record in the U.S. and opioids, including prescription painkillers and heroin, were involved in 33,091 deaths, or 63% of all drug overdose deaths. Misuse alone resulted in 1,000 Emergency Room visits each day in the U.S.; and,

WHEREAS, In 2014, almost 2 million Americans abused or were dependent on prescription opioids and nonmedical use of prescription painkillers costs health insurers over \$72.5 billion annually in direct health-care costs; and,

WHEREAS, Health care systems and practitioners are adopting guidelines for more cautious prescribing of prescription pain medications, improving prescribing practices for chronic pain, increasing use of CURES, recommending non-opioid pain treatments, intensifying efforts to educate community members, distributing naloxone overdose rescue kits, enhancing access to substance use disorder treatment and implementing harm reduction services; and

WHEREAS, Through the Drug Enforcement Administration's take back program, the Contra Costa County Board of Supervisors supports April 29, 2017 as the next "National Prescription Drug Take Back Day" and encourages residents to locate their local collection site and safely dispose of their expired and unwanted prescription drugs on that day; and

WHEREAS, We all need to demonstrate our commitment to the prevention of prescription drug abuse.

*NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim March 2017, as "Prescription Drug Awareness Month" and that all community members are encouraged to pledge,
"Spread the Word...One Pill Can Kill.*

MARCH 14, 2017

SEAN WRIGHT, Mayor

**1.02
03-14-17**



Communications & Public Relations Support for City of Antioch

Rolando A. Bonilla
Chief Strategy Officer

March 14, 2017

Overview

- Who We Are
- What We Do
- The Value We Bring
- Opportunities for Branding and Visibility
- Case Study
- Proposed Deliverables
- Questions

Who We Are

- Full service public relations firm providing support to cities, government agencies and a wide variety of public and private organizations throughout California.
- Provide expertise in the areas of media relations, community and government affairs, crisis communications, reputation management and social media.
- Our diverse team members come from government, media, and the private sector.

Our Leadership

- Voler is a woman-owned, minority-owned business.
- Our CEO is a Stanford University graduate, who made her career working for leading organizations such as Intel, Univision, the Public Policy Institute of California, PG&E and others. Emmy-nominated television producer.
- Rolando Bonilla is a former Commissioner for the City and County of San Francisco's Juvenile Probation Department, appointed by Willie Brown. Graduate of USF and San Francisco Law School.

What We Do

- We are image shapers and story tellers, who create opportunities to positively highlight our clients in the media.
- Provide 24-7 crisis communications support and help our clients when they face threats to their reputation.
- Help our clients strengthen their relationships with stakeholders through communications and public relations efforts.

The Value We Bring

- We work with you to protect your most valuable asset – the public's trust.
- A strong brand is key to attracting investments and fostering economic vitality.
- Our efforts will help create support for initiatives that will advance your City and will improve the lives of your residents.
- During these times of change and uncertainty in government and politics, your values and your relationships with stakeholders will be tested.

Opportunities for Branding & Visibility



In the competition for investments and economic opportunities, **Cities with strong brands are leading the way.**

East Contra Costa County's Identity is still forming



Antioch is well-positioned to be the leader.

This is the ideal time to take that position.

Case Study – City of Soledad

“Gateway to the Pinnacles”



Opportunity: Located just 12 miles west of the Pinnacles, few cities had as much to gain as Soledad when the collection of ancient rock formations was named the country’s newest national park. Expecting an influx of new park visitors, city officials sought our help to put the city on the map.

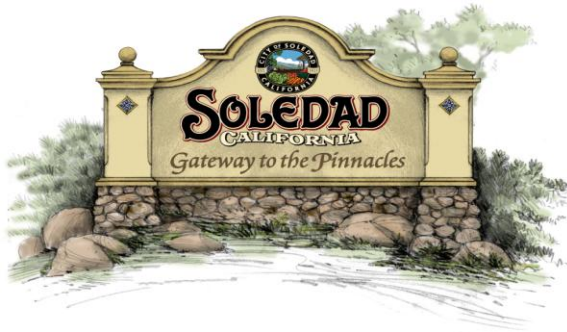
Our Experts in Action: Within weeks, our firm organized civic and business leaders to announce Soledad’s new identity, “Gateway to the Pinnacles”, earning regional media coverage throughout the week and helping to launch a national media blitz we would sustain over the next several months.

Case Study – City of Soledad



Next, we worked with the Mayor to send letters to CEOs from Apple and Google, pressuring the two companies to designate the park's western entrance, just miles from Soledad, as a destination for Pinnacles National Park on mobile map apps. The letters helped earn media attention throughout the Bay Area, a prime target for day visitors to the park, and convinced Apple and Google to edit their map apps to include Pinnacles National Park's western entrance through Soledad as an option to users searching a route to the park.

Our firm also launched an aggressive social media strategy to drive engagement and visibility.



Results



Our sustained campaign generated news coverage throughout the Central Coast and Bay Area, attracting visitors and potential customers for local businesses. At the same time, our local media push, coupled with our success on social media, generated intrigue from national media outlets, earning weekend coverage in *LA Times* and *USA Today* featuring Soledad as the gateway to the country's newest national park. In total, we reached well over 10 million readers and viewers regionally and nationally with news stories.

Our results on social media were equally impressive and helped to draw a strong online community organized around Soledad and its proximity to Pinnacles National Park.

Proposed Deliverables

- Develop new branding and messaging for City of Antioch.
- Identify stories and content for pitching stories to news media outlets.
- Develop a new image of the City of Antioch that will help attract investment and foster economic vitality in the region.
- Help build a strong communications infrastructure that will support the goals of the City and its residents.

Questions

Rolando A. Bonilla

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**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY
ANTIOCH PUBLIC FINANCING AUTHORITY**

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

**February 28, 2017
Council Chambers**

6:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code § 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organization: Public Employees’ Union Local 1.
2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – Humphrey’s Restaurant: Agency Negotiator – City Manager; Parties – Dorothy Everett and John Jernegan.

City Attorney Vigilia reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to the Labor Negotiators, **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY** – Direction was given to staff; and, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, No reportable action.

Mayor Wright called the meeting to order at 7:01 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Shannon Skinner, Somersville Towne Center, announced a Safety Fair would be held from 1:00 P.M. – 3:00 P.M. on March 4, 2017. She noted April activities would include an Easter breakfast and the Keep Antioch Beautiful event.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

Economic Development Commission: One (1) partial vacancy; deadline date is March 3, 2017

City Clerk Simonsen reported the City had received three applications for the Police Crime Prevention Commission which were forwarded to staff and Council. Additionally, he noted the Chamber of Commerce had appointed Rick Fuller to the Economic Development Commission. He reported applications for the Economic Development Commission vacancy would be available in Council Chambers, online at the City's website, at the City Clerk's, and Deputy City Clerk's offices.

PUBLIC COMMENTS

Dr. Jeffrey Klingler, requested Council advocate for transparency by publishing the Antioch Animal Shelter statistics on a weekly basis.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Wilson reported on her attendance at the Tri Delta Transit and Contra Costa Transportation Authority (CCTA) meetings.

Councilmember Ogorchock reported on her attendance at the CFD 1989-1 Mello Roos meeting.

MAYOR'S COMMENTS

Mayor Wright encouraged residents to participate in the Deer Valley, Antioch Explorers, or the Antioch Historical Society fundraisers occurring on March 4, 2017.

PRESENTATION

Transforming the Homeless System of Care

Jamie Jenett, Continuum of Care Planning and Policy Manager with the Health, Housing and Homeless Services Division of Contra Costa Health Services, gave a PowerPoint presentation.

In response to Councilmember Thorpe, Ms. Jenett explained that due to a lack of funding, there were no plans for additional shelter beds; however, finding a location for a care center in East County was a priority.

Councilmember Wilson stated with the increase in the homeless population in East County, she felt there should be an expedited process for CARE Centers in the area.

In response to Councilmember Wilson, Ms. Jenett offered to meet with the Council and City Manager Duran to discuss a CORE Outreach Team and the possibility of Antioch partnering with another City.

Councilmember Ogorchock suggested Pittsburg, Oakley, Brentwood, and Discovery Bay be considered for a partnership. She also suggested increased representation from East County to the Council on Homelessness.

Councilmember Tiscareno thanked Ms. Jenett for the presentation. He offered to assist in strengthening the relationship with the United Way.

In response to Mayor Wright, Ms. Jenett offered to research homeownership issues and provide an update to Council.

Mayor Wright thanked Ms. Jenett for the report.

City Manager Duran requested Item No. 7 be heard after the Consent Calendar.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the Council unanimously moved Item No. 7 after the Consent Calendar.

1. **COUNCIL CONSENT CALENDAR *for City /City as Successor Agency/Housing Successor to the Antioch Development Agency***
- A. **APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 14, 2017**
- B. **APPROVAL OF COUNCIL WARRANTS**
- C. **REJECTION OF CLAIMS: JUAN PARTIDA AND EMILY IRENE STEPHENS**
- D. **RESOLUTION NO. 2017/21 TO FORM AN AD HOC CITY/SCHOOL RELATIONS COMMITTEE FOR A PERIOD OF SIX MONTHS**
- E. **RESOLUTION NO. 2017/22 TO FORM AN AD HOC SYCAMORE CORRIDOR COMMITTEE FOR A PERIOD OF NINE MONTHS**

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

- F. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**
- G. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**

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

COUNCIL REGULAR AGENDA

7. RESOLUTION VACATING A PORTION OF OPEN SPACE PARCEL "B" (DEER PARK UNIT 11, SUBDIVISION 7290 [358M11]) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO GRANT OR QUITCLAIM ANY PROPERTY INTEREST TO THE OWNER OF 4420 BELVEDERE WAY (LOT 240, DEER PARK UNIT 11, SUBDIVISION 7290 [358 M 11]) PW 443-01-17

Assistant City Manager/Public Works Director/City Engineer Bernal presented the staff report dated February 28, 2017 recommending the City Council adopt the resolution vacating a portion of open space Parcel "B" (Deer Park Unit 11, Subdivision 7290 [358M11]) and authorizing the City Manager to execute all documents necessary to grant or quitclaim any property interest to the owner of 4420 Belvedere Way (Lot 240, Deer Park Unit 11, Subdivision 7290 [358M11]).

In response to Councilmember Ogorchock, Assistant City Manager/Public Works Director/City Engineer Bernal stated that in the future these items could be placed on the Consent Calendar.

RESOLUTION NO. 2017/23

On motion by Councilmember Thorpe, seconded by Councilmember Tiscareno, the Council unanimously adopted the resolution vacating a portion of open space Parcel "B" (Deer Park Unit 11, Subdivision 7290 [358M11]) and authorized the City Manager to execute all documents necessary to grant or quitclaim any property interest to the owner of 4420 Belvedere Way (Lot 240, Deer Park Unit 11, Subdivision 7290 [358M11]).

2. 2016-17 HOUSING SUCCESSOR FUNDING FOR THE ANTIOCH HOME OWNERSHIP PROGRAM

CDBG/Housing Consultant House presented the staff report dated February 28, 2017 recommending the City Council, as Housing Successor to the Antioch Development Agency, approve the funding recommendations of the CDBG subcommittee and adopt the resolution allocating Housing Successor funding for the Antioch Home Owner Program (AHOP) to be implemented by the Bay Area Affordable Homeownership Alliance beginning in FY 2016-17.

Councilmember Tiscareno and Councilmember Ogorchock spoke in support of the Antioch Home Owner Program (AHOP).

Walter Zhovreboff reported that he believed the program would be a success due to the cost of rentals, renter to homeowner ratios, pricing of properties, and the available resources in Antioch.

Councilmember Wilson spoke in support of an employer match program.

Mayor Wright spoke in support of the Antioch Home Owner Program (AHOP).

RESOLUTION NO. 2017/24

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the Council unanimously, as Housing Successor to the Antioch Development Agency, approved the funding recommendations of the CDBG subcommittee and adopted the resolution allocating Housing Successor funding for the Antioch Home Owner Program (AHOP) to be implemented by the Bay Area Affordable Homeownership Alliance beginning in FY 2016-17.

3. PRESENTATION OF SOLID WASTE PROGRAMS AND DISCUSSION OF COMMERCIAL ORGANICS RATE STRUCTURES

Environmental Resource Coordinator Haas-Wajdowicz gave an overhead presentation and presented the staff report dated February 28, 2017 recommending the City Council provide direction to staff in regards to the preferred options for a mandatory organics recycling program as required by State Law under AB 1826 (Chesbro) and any other contract revisions they would like to see.

Councilmember Thorpe discussed the importance of educating and engaging the public in the process.

Mayor Wright requested staff provide a commercial rate analysis with surrounding jurisdictions.

Susan Hurl, Republic Services, reported that the easiest way to increase rates would be to do so on July 1, 2017 when the rate increase would take effect.

Environmental Resource Coordinator Hass-Wadjowicz stated the public hearing process for consideration of the rate increases should be completed by May to allow for sufficient time for Republic to complete the billing changes.

Councilmember Ogorchock discussed the importance of the educational component for commercial businesses. She suggested litter collection services be considered in the rate analysis.

Environmental Resource Coordinator Hass-Wadjowicz reported that they had met with individual qualifying businesses in an attempt to get them set up on recycling.

4. INCLUSIONARY HOUSING

Director of Community Development Ebbs presented the staff report dated February 28, 2017 recommending the City Council receive the report on Inclusionary Housing and offer any questions or comments.

Councilmember Ogorchock spoke in support of the Inclusionary Housing program. She suggested a VA option be considered as well as a bonus for developers participating in the "in-lieu fee" option.

Councilmember Tiscareno stated he also supported the in-lieu fee concept.

City Manager Duran stated staff would bring back to Council the legalities and flexibility of an in-lieu fee program.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the Council unanimously received the report on Inclusionary Housing.

5. COST ALLOCATION PLAN – POLICE DEPARTMENT

Finance Director Merchant presented the staff report dated February 28, 2017 recommending the City Council provide further direction to staff regarding the use of the City's Cost Allocation Plan for distribution of internal services costs to the Police Department in relation to Measure C expenditures in the fiscal year 2017-19 budget.

Mayor Wright stated both tables provided the information as directed by Council. He stated he would also like to see a line item of Measure C expenditures.

Finance Director Merchant explained the Antioch Police Department budget was so large it was difficult to determine which line item expenditure was attributed to Measure C. She noted the Sales Tax Citizens' Oversight Committee received a detailed general ledger report of all the line item expenditures and an updated table of expenditures.

City Manager Duran stated tracking line items would only be possible if Measure C funds were directed to be spent on specific items. He clarified that the direction of Council was to place Measure C revenues on top of the Police Department budget and any money not expended would be Measure C money carried forward.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the Council unanimously directed staff to utilize the "Table B" funding table for the 2017-19 budget.

6. BODY WORN CAMERA UPDATE

Captains Brooks presented the staff report dated February 28, 2017 recommending the City Council receive the oral report concerning the implementation of a Body Worn Camera (BWC) Program.

Councilmember Ogorchock stated she supported the program; however, she felt funding it at this time was not feasible. She thanked Captain Brooks for the report.

In response to Councilmember Thorpe, Captain Brooks stated he would provide him with information from agencies that were unable to continue funding their programs.

Councilmember Wilson suggested Council Members serving on policy committees push back on the State's unfunded mandates.

Mayor Wright thanked Captain Brooks for the report and stated he was in support of the wait and see approach.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the Council unanimously received the oral report concerning the implementation of a Body Worn Camera (BWC) Program.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Councilmember Ogorchock reported on her attendance at Coffee with the Cops at Holy Rosary Church. She requested staff agendaize a Safe City discussion and requested Spanish translation of televised Council meetings.

Councilmember Wilson announced the Network of Care Crab Feed fundraiser would be held on March 4, 2017 at the Antioch Fairgrounds and the Neighborhood Cleanup event would be held on March 4, 2017 at 6th and "I" Streets.

Councilmember Thorpe requested staff provide Council with an update on Measure O.

Councilmember Tiscareno voiced his support for the Safe City discussion.

Mayor Wright announced the NAACP Gala would be held on April 22, 2017 at Lone Tree Golf Course.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:37 P.M. to the next regular Council meeting on March 14, 2017.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 17 - MARCH 2, 2017
 FUND/CHECK#

100 General Fund

Non Departmental

367342 REANO BROTHERS WINDOWS	SMIP FEE REFUND	1.50
367375 DELTA DENTAL	PAYROLL DEDUCTIONS	1,226.26

City Attorney

367288 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	518.50
367296 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	6,811.50
367309 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	130.00
367324 LEXISNEXIS	ONLINE LEGAL RESEARCH	166.00
367350 SERVES YOU RIGHT	PROCESS SERVER	140.00
367394 WESTAMERICA BANK	COPIER LEASE	78.95

City Manager

367394 WESTAMERICA BANK	COPIER LEASE	78.95
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City Clerk

367218 BANK OF AMERICA	CONFERENCE DUES	300.00
367222 CONTRA COSTA COUNTY	ELECTION FEES	63,423.50
367302 EIDEN, KITTY J	PROFESSIONAL SERVICES	1,723.00
367394 WESTAMERICA BANK	COPIER LEASE	78.95

Human Resources

367218 BANK OF AMERICA	VERIFICATION SERVICE	613.29
367245 IEDA INC	PROFESSIONAL SERVICES	3,878.77
367247 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	1,534.00
367394 WESTAMERICA BANK	COPIER LEASE	250.02

Economic Development

367240 FOLGERGRAPHICS INC	PRINTING SERVICE	11,728.40
367394 WESTAMERICA BANK	COPIER LEASE	78.95

Finance Administration

367394 WESTAMERICA BANK	COPIER LEASE	250.02
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Finance Accounting

928695 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	26,653.58
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Finance Operations

367356 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	34.80
367394 WESTAMERICA BANK	COPIER LEASE	350.36

Non Departmental

367238 EDD	SDI LIABILITY	105.60
367274 WAGeworks	ADMIN FEE	12.00
367299 DELTA DIABLO	GOLF COURSE WATER	2,266.00
367334 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	19,358.10
367387 PERS	NON ELIGIBLE PREMIUMS	2,206.97
928635 RETIREE	MEDICAL AFTER RETIREMENT	1,687.96

Public Works Maintenance Administration

367394 WESTAMERICA BANK	COPIER LEASE	22.50
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Public Works General Maintenance Services

367394 WESTAMERICA BANK	COPIER LEASE	60.00
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Public Works Street Maintenance

367232 DIABLO LIVE SCAN	FINGERPRINTING	20.00
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CITY OF ANTIOCH
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367239 FASTENAL CO	SMALL TOOLS	335.99
367252 NEXTEL SPRINT	CELL PHONE	114.80
367269 STATE OF CALIFORNIA	FINGERPRINTING	49.00
367277 ACE HARDWARE, ANTIOCH	SHOVEL	29.35
Public Works-Signal/Street Lights		
367213 AMERICAN GREENPOWER USA INC	LIGHTING MATERIALS	1,618.50
367258 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	847.58
928641 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,815.90
Public Works-Striping/Signing		
367239 FASTENAL CO	SIGN REPAIR	71.01
367252 NEXTEL SPRINT	CELL PHONE	114.80
367303 FASTENAL CO	SUPPLIES	424.06
367326 MANERI SIGN COMPANY	SIGNS	2,250.77
Public Works-Facilities Maintenance		
367252 NEXTEL SPRINT	CELL PHONE	114.80
928625 GRAINGER INC	SUPPLIES	106.99
Public Works-Parks Maint		
367258 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	136.69
367279 ANTIOCH AUTO PARTS	FUEL CAN	17.39
Public Works-Median/General Land		
367258 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	62.95
367277 ACE HARDWARE, ANTIOCH	SUPPLIES	18.59
Public Works-Work Alternative		
367252 NEXTEL SPRINT	CELL PHONE	100.83
Police Administration		
367206 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	4,114.00
367207 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-MCELROY	242.00
367208 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	3,146.00
367209 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	3,872.00
367210 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	3,872.00
367212 ALLENDORPH, MATTHEW JEFFREY	TRAINING PER DIEM	370.00
367215 ANIMAL CARE CONFERENCE	TUITION-MENDES	300.00
367216 ANIMAL CARE CONFERENCE	TUITION-HELGEMO	250.00
367220 CARMEL MISSION INN	LODGING-ALLENDORPH	725.40
367221 CHAVARRIA, MARSHA D	TRAINING PER DIEM	207.00
367223 CONTRA COSTA COUNTY	FELONY FILING FEES	8,622.00
367227 COURTYARD BY MARRIOTT	LODGING-SOLARI	1,000.05
367228 COURTYARD BY MARRIOTT	LODGING-JOHNSEN	1,000.05
367235 EIDEN, KITTY J	MINUTES CLERK	105.00
367236 EMBASSY SUITES	LODGING-CHAVARRIA	737.26
367237 EMBASSY SUITES	LODGING-NORRIS	737.26
367248 JOHNSEN, ERIC Y	TRAINING PER DIRM	320.00
367249 MENDES, TARRA L	TRAINING PER DIEM	192.00
367254 NORRIS, VINCENT D	TRAINING PER DIEM	207.00
367265 SHERATON GRAND HOTEL	LODGING-MENDES	392.36
367266 SHERATON GRAND HOTEL	LODGING-HELGEMO	588.54

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367267 SOLARI, ROBERT L	TRAINING PER DIEM	320.00
367271 TRAINING FOR SAFETY INC	TUITION-CHAVARRIA	296.00
367272 TRAINING FOR SAFETY INC	TUITION-NORRIS	296.00
367275 WECARE	TUITION-JOHNSEN	475.00
367276 WECARE	TUITION-SOLARI	475.00
367356 UNITED PARCEL SERVICE	SHIPPING	36.74
367359 VANDERPOOL, JASON C	TRAINING PER DIEM	256.00
367394 WESTAMERICA BANK	COPIER LEASE	1,642.05
Police Prisoner Custody		
367394 WESTAMERICA BANK	COPIER LEASE	151.33
Police Community Policing		
367253 NEXTEL SPRINT	CELL PHONE EQUIPMENT	916.03
367255 OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM SERVICES	1,221.60
367371 BLUE SHIELD OF CALIFORNIA	VISION GRAHAM	35.65
367375 DELTA DENTAL	PAYROLL DEDUCTIONS	124.36
Police Investigations		
367253 NEXTEL SPRINT	CELL PHONE EQUIPMENT	126.36
367394 WESTAMERICA BANK	COPIER LEASE	607.78
Police Facilities Maintenance		
367253 NEXTEL SPRINT	CELL PHONE	6,591.53
928601 COMPUTERLAND	TELEPHONE	1,082.46
Community Development Administration		
367394 WESTAMERICA BANK	COPIER LEASE	227.38
Community Development Land Planning Services		
367332 MORRIS, ALEXIS S	EXPENSE REIMBURSEMENT	42.52
CD Code Enforcement		
367252 NEXTEL SPRINT	CELL PHONE	386.01
367255 OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM SERVICES	107.50
367365 WORK WORLD	UNIFORM-HUNTER	581.61
367387 PERS	PAYROLL DEDUCTIONS	1,594.78
367394 WESTAMERICA BANK	COPIER LEASE	175.26
PW Engineer Land Development		
367252 NEXTEL SPRINT	CELL PHONE	340.16
367282 ARC IMAGING RESOURCES	PAPER	285.02
367352 STATE OF CALIFORNIA	LICENSE RENEWAL	115.00
367387 PERS	PAYROLL DEDUCTIONS	1,327.52
367394 WESTAMERICA BANK	COPIER LEASE	686.14
Community Development Building Inspection		
367252 NEXTEL SPRINT	CELL PHONE	192.14
367342 REANO BROTHERS WINDOWS	TECH FEE REFUND	110.88
367387 PERS	PAYROLL DEDUCTIONS	696.02
Capital Imp. Administration		
367394 WESTAMERICA BANK	COPIER LEASE	108.50
Community Development Engineering Services		
367252 NEXTEL SPRINT	CELL PHONE	136.80
367394 WESTAMERICA BANK	COPIER LEASE	105.31

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213 Gas Tax Fund

Streets

367258 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	364.45
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214 Animal Control Fund

Animal Control

367219 BEST WESTERN	LODGING-GOVE	222.86
367225 COURTYARD BY MARRIOTT	LODGING-GIPSON WK1	504.60
367226 COURTYARD BY MARRIOTT	LODGING-GIPSON WK2	504.60
367241 GIPSON, SABRINA NICOLE	TRAINING PER DIEM	740.00
367243 GOVE, KENNETH J G	TRAINING PER DIEM	128.00
367244 HELGEMO-DEVLIN, MONIKA M	TRAINING PER DIEM	192.00
367253 NEXTEL SPRINT	CELL PHONE	582.49
367263 SANTA ROSA JR COLLEGE	TUITION-GIPSON	126.00
367270 TOP2CATS CONSULTING	TUITION-GOVE	275.00
367394 WESTAMERICA BANK	COPIER LEASE	151.33

219 Recreation Fund

Non Departmental

367330 MILLER-PARKER, LUNA	DEPOSIT REFUND	1,000.00
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Recreation Admin

367261 ROGERS ROOFING	ROOF REPAIR	650.00
367280 ANTIOCH GLASS	REPAIR SERVICE	558.75

Senior Programs

367339 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	40.51
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Recreation Sports Programs

367232 DIABLO LIVE SCAN	FINGERPRINTING	20.00
367269 STATE OF CALIFORNIA	FINGERPRINTING	81.00
367355 UNIQUE PEST CONTROL	PEST CONTROL SERVICE	50.00

Recreation-New Comm Cntr

367232 DIABLO LIVE SCAN	FINGERPRINTING	60.00
367233 DISCOUNT SCHOOL SUPPLY	SUPPLIES	489.29
367234 DUGAND, KARINA	CONTRACTOR PAYMENT	712.80
367251 MUIR, ROXANNE	CONTRACTOR PAYMENT	601.80
367258 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,938.62
367269 STATE OF CALIFORNIA	FINGERPRINTING	81.00
367278 ACME SECURITY SYSTEMS	REPAIR SERVICE	396.20
367284 BLACK DIAMOND KIDS CENTER	CONTRACTOR PAYMENT	403.20
367294 COMMERCIAL APPLIANCE SERVICE	OVEN REPAIR	807.91
367333 MUIR, ROXANNE	CONTRACTOR PAYMENT	180.60
367339 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	9.85
367348 SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	106.20
367387 PERS	PAYROLL DEDUCTIONS	1,594.78
367394 WESTAMERICA BANK	COPIER LEASE	300.62

222 Measure C/J Fund

Streets

367250 METROPOLITAN TRANSPORTATION	PASS FY16/17 JOINT FUNDING	6,915.00
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226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
367259	REPUBLIC SERVICES INC	CURBSIDE OIL PROGRAM 1,668.25
367262	S GRONER ASSOCIATES INC	CONSULTING SERVICES 6,528.36
367295	CONTRA COSTA COUNTY	RECYCLING CONTRIBUTION 3,000.00
Solid Waste		
229 Pollution Elimination Fund		
Channel Maintenance Operation		
367252	NEXTEL SPRINT	CELL PHONE 100.83
367307	FURBER SAW INC	SUPPLIES 1,254.50
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
367258	PACIFIC GAS AND ELECTRIC CO	GAS 68.52
257 SLLMD Administration Fund		
SLLMD Administration		
367252	NEXTEL SPRINT	CELL PHONE 398.15
311 Capital Improvement Fund		
Streets		
367214	ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR PROJECT 51,147.65
376 Lone Diamond Fund		
Assessment District		
367291	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES 208.00
410 2015 Refunding Bond (2001ABAG) Fund		
367370	BANK OF NEW YORK MELLON	ADMIN FEE 475.00
416 Honeywell Capital Lease Fund		
367369	BANK OF AMERICA	LOAN PAYMENT 44,462.59
417 2015 Ref Bond (02 Lease Rev) Fund		
367370	BANK OF NEW YORK MELLON	ADMIN FEE 2,025.00
570 Equipment Maintenance Fund		
Equipment Maintenance		
367242	GOLDEN GATE TRUCK CENTER	FILTER 152.03
367268	SPRAYTEC	PUMP 201.53
367279	ANTIOCH AUTO PARTS	SUPPLIES 866.13
367340	PURSUIT NORTH	SUPPLIES 396.61
367362	WALNUT CREEK FORD	SUPPLIES 527.52
367394	WESTAMERICA BANK	COPIER LEASE 27.50
573 Information Services Fund		
Network Support & PCs		
367319	KIS	NETWORK SUPPORT 412.50
367394	WESTAMERICA BANK	COPIER LEASE 102.03
GIS Support Services		
Office Equipment Replacement		
928576	COMPUTERLAND	COMPUTER EQUIPMENT 1,721.15
577 Post Retirement Medical-Police Fund		
Non Departmental		
367285	RETIREE	MEDICAL AFTER RETIREMENT 1,139.00

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367289 RETIREE	MEDICAL AFTER RETIREMENT	733.39
367308 RETIREE	MEDICAL AFTER RETIREMENT	1,045.42
367312 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
367322 RETIREE	MEDICAL AFTER RETIREMENT	905.87
367327 RETIREE	MEDICAL AFTER RETIREMENT	129.00
367328 RETIREE	MEDICAL AFTER RETIREMENT	1,229.46
367347 RETIREE	MEDICAL AFTER RETIREMENT	238.70
367351 RETIREE	MEDICAL AFTER RETIREMENT	905.95
367354 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
367364 RETIREE	MEDICAL AFTER RETIREMENT	472.96
367387 PERS	MEDICAL AFTER RETIREMENT	6,016.00
928577 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928579 RETIREE	MEDICAL AFTER RETIREMENT	905.87
928581 RETIREE	MEDICAL AFTER RETIREMENT	1,253.12
928584 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928585 RETIREE	MEDICAL AFTER RETIREMENT	1,253.12
928592 RETIREE	MEDICAL AFTER RETIREMENT	912.99
928594 RETIREE	MEDICAL AFTER RETIREMENT	796.00
928597 RETIREE	MEDICAL AFTER RETIREMENT	579.26
928602 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928613 RETIREE	MEDICAL AFTER RETIREMENT	1,466.78
928618 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928619 RETIREE	MEDICAL AFTER RETIREMENT	796.00
928620 RETIREE	MEDICAL AFTER RETIREMENT	172.48
928631 RETIREE	MEDICAL AFTER RETIREMENT	172.48
928634 RETIREE	MEDICAL AFTER RETIREMENT	238.65
928637 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928638 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928639 RETIREE	MEDICAL AFTER RETIREMENT	1,338.58
928657 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928659 RETIREE	MEDICAL AFTER RETIREMENT	605.39
928660 RETIREE	MEDICAL AFTER RETIREMENT	905.87
928669 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928670 RETIREE	MEDICAL AFTER RETIREMENT	579.26
928671 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928673 RETIREE	MEDICAL AFTER RETIREMENT	972.09
928682 RETIREE	MEDICAL AFTER RETIREMENT	605.29
928692 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928698 RETIREE	MEDICAL AFTER RETIREMENT	472.96
928709 RETIREE	MEDICAL AFTER RETIREMENT	605.39
928711 RETIREE	MEDICAL AFTER RETIREMENT	258.37
928712 RETIREE	MEDICAL AFTER RETIREMENT	952.99

578 Post Retirement Medical-Misc Fund

Non Departmental

367283 RETIREE	MEDICAL AFTER RETIREMENT	226.69
367287 RETIREE	MEDICAL AFTER RETIREMENT	680.07

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367290 RETIREE	MEDICAL AFTER RETIREMENT	581.38
367292 RETIREE	MEDICAL AFTER RETIREMENT	110.70
367298 RETIREE	MEDICAL AFTER RETIREMENT	226.69
367300 RETIREE	MEDICAL AFTER RETIREMENT	108.69
367301 RETIREE	MEDICAL AFTER RETIREMENT	473.38
367311 RETIREE	MEDICAL AFTER RETIREMENT	709.38
367316 RETIREE	MEDICAL AFTER RETIREMENT	226.69
367329 RETIREE	MEDICAL AFTER RETIREMENT	108.69
367341 RETIREE	MEDICAL AFTER RETIREMENT	108.69
367344 RETIREE	MEDICAL AFTER RETIREMENT	345.38
367346 RETIREE	MEDICAL AFTER RETIREMENT	108.69
367349 RETIREE	MEDICAL AFTER RETIREMENT	108.69
367360 RETIREE	MEDICAL AFTER RETIREMENT	100.00
367361 RETIREE	MEDICAL AFTER RETIREMENT	108.69
367366 RETIREE	MEDICAL AFTER RETIREMENT	581.38
367372 RETIREE	MEDICAL AFTER RETIREMENT	905.31
367387 PERS	MEDICAL AFTER RETIREMENT	10,091.94
928578 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928580 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928583 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928588 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928590 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928593 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928600 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928603 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928607 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928609 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928612 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928615 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928616 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928617 RETIREE	MEDICAL AFTER RETIREMENT	172.48
928624 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928626 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928633 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928636 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928642 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928646 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928648 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928651 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928652 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928656 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928665 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928666 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928667 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928675 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928678 RETIREE	MEDICAL AFTER RETIREMENT	108.69

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928681	RETIREE	MEDICAL AFTER RETIREMENT	231.50
928688	RETIREE	MEDICAL AFTER RETIREMENT	108.69
928697	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928700	RETIREE	MEDICAL AFTER RETIREMENT	73.38
928701	RETIREE	MEDICAL AFTER RETIREMENT	172.48
928702	RETIREE	MEDICAL AFTER RETIREMENT	581.38
928708	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928710	RETIREE	MEDICAL AFTER RETIREMENT	108.69
928717	RETIREE	MEDICAL AFTER RETIREMENT	680.07

579 Post Retirement Medical-Mgmt Fund

Non Departmental

367297	RETIREE	MEDICAL AFTER RETIREMENT	166.69
367306	RETIREE	MEDICAL AFTER RETIREMENT	326.07
367310	RETIREE	MEDICAL AFTER RETIREMENT	226.69
367313	RETIREE	MEDICAL AFTER RETIREMENT	400.00
367315	RETIREE	MEDICAL AFTER RETIREMENT	581.38
367317	RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
367323	RETIREE	MEDICAL AFTER RETIREMENT	345.38
367325	RETIREE	MEDICAL AFTER RETIREMENT	561.60
367331	RETIREE	MEDICAL AFTER RETIREMENT	746.38
367336	RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
367337	RETIREE	MEDICAL AFTER RETIREMENT	108.69
367358	RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
367363	RETIREE	MEDICAL AFTER RETIREMENT	226.69
367387	PERS	MEDICAL AFTER RETIREMENT	6,515.77
928582	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928586	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928587	RETIREE	MEDICAL AFTER RETIREMENT	172.48
928589	RETIREE	MEDICAL AFTER RETIREMENT	166.70
928591	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928595	RETIREE	MEDICAL AFTER RETIREMENT	581.38
928596	RETIREE	MEDICAL AFTER RETIREMENT	581.38
928598	RETIREE	MEDICAL AFTER RETIREMENT	885.90
928599	RETIREE	MEDICAL AFTER RETIREMENT	709.38
928604	RETIREE	MEDICAL AFTER RETIREMENT	651.52
928605	RETIREE	MEDICAL AFTER RETIREMENT	196.21
928608	RETIREE	MEDICAL AFTER RETIREMENT	581.38
928610	RETIREE	MEDICAL AFTER RETIREMENT	461.38
928611	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928614	RETIREE	MEDICAL AFTER RETIREMENT	261.76
928621	RETIREE	MEDICAL AFTER RETIREMENT	345.38
928622	RETIREE	MEDICAL AFTER RETIREMENT	885.90
928623	RETIREE	MEDICAL AFTER RETIREMENT	108.69
928627	RETIREE	MEDICAL AFTER RETIREMENT	579.26
928628	RETIREE	MEDICAL AFTER RETIREMENT	466.89
928629	RETIREE	MEDICAL AFTER RETIREMENT	345.38

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928630 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928632 RETIREE	MEDICAL AFTER RETIREMENT	472.96
928640 RETIREE	MEDICAL AFTER RETIREMENT	330.53
928643 RETIREE	MEDICAL AFTER RETIREMENT	711.38
928644 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928645 RETIREE	MEDICAL AFTER RETIREMENT	885.90
928647 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928649 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928650 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928653 RETIREE	MEDICAL AFTER RETIREMENT	40.79
928654 RETIREE	MEDICAL AFTER RETIREMENT	972.09
928655 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928658 RETIREE	MEDICAL AFTER RETIREMENT	547.61
928661 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928662 RETIREE	MEDICAL AFTER RETIREMENT	166.69
928663 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928664 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928668 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928672 RETIREE	MEDICAL AFTER RETIREMENT	605.39
928674 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928676 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928677 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928679 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928680 RETIREE	MEDICAL AFTER RETIREMENT	166.70
928683 RETIREE	MEDICAL AFTER RETIREMENT	885.90
928684 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928686 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928687 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928689 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928690 RETIREE	MEDICAL AFTER RETIREMENT	651.52
928691 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928693 RETIREE	MEDICAL AFTER RETIREMENT	461.38
928694 RETIREE	MEDICAL AFTER RETIREMENT	155.03
928696 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928699 RETIREE	MEDICAL AFTER RETIREMENT	571.52
928703 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928704 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928705 RETIREE	MEDICAL AFTER RETIREMENT	1,667.46
928706 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928707 RETIREE	MEDICAL AFTER RETIREMENT	1,748.00

611 Water Fund

Non Departmental

367279 ANTIOCH AUTO PARTS	SUPPLIES	2,051.36
367303 FASTENAL CO	SUPPLIES	775.30
367345 ROBERTS AND BRUNE CO	SUPPLIES	647.08
928625 GRAINGER INC	SUPPLIES	475.23

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 FUND/CHECK#

Water Supervision

367252 NEXTEL SPRINT	CELL PHONE	344.40
367257 ONLINE RESOURCES	ONLINE PAYMENT REFUND	96.55
367264 SERRANO, CARLOS	ONLINE PAYMENT REFUND	165.63
367385 PERS	PAYROLL DEDUCTIONS	36.44
367386 PERS	PAYROLL DEDUCTIONS	72.88
928606 CRYSTAL CLEAR LOGOS INC	SUPPLIES	339.54

Water Production

367211 ALL STAR RENTS	EQUIPMENT RENTAL	124.63
367217 ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICE	275.00
367224 CONTRA COSTA WATER DISTRICT	RAW WATER	52,887.75
367246 IEH LABORATORIES	SAMPLE TESTING	350.00
367252 NEXTEL SPRINT	CELL PHONE	210.31
367258 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	219.06
367277 ACE HARDWARE, ANTIOCH	SUPPLIES	249.87
367279 ANTIOCH AUTO PARTS	SUPPLIES	303.41
367281 ARC ALTERNATIVES	PROFESSIONAL SERVICES	4,285.00
367286 BORGES AND MAHONEY	SUPPLIES	1,629.32
367293 CLAYTON CONTROLS INC	VALVE KITS	289.25
367305 FOSTER, GARY A	EXPENSE REIMBURSEMENT	50.00
367318 KELLY MOORE PAINT CO	PAINT	78.33
367320 KOFFLER ELECTRICAL MECH	EQUIPMENT REPAIR	2,150.00
367321 LAN CON VOICE & DATA CABLING	SECURITY CAMERAS	4,988.02
367343 REINHOLDT ENGINEERING CONSTR	FUEL TANK INSPECTION	700.00
367394 WESTAMERICA BANK	COPIER LEASE	51.42
928625 GRAINGER INC	SUMP PUMP	790.99
928641 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,015.69

Water Distribution

367232 DIABLO LIVE SCAN	FINGERPRINTING	10.00
367252 NEXTEL SPRINT	CELL PHONE	902.29
367256 OFFICE DEPOT INC	OFFICE SUPPLIES	159.67
367260 ROBERTS AND BRUNE CO	PIPE & FITTINGS	1,010.42
367269 STATE OF CALIFORNIA	FINGERPRINTING	24.50
367303 FASTENAL CO	SUPPLIES	102.43
367304 FIRST VANGUARD RENTALS & SALES	SUPPLIES	3,443.10
367314 INFOSEND INC	POSTAGE COST	2,606.28
367345 ROBERTS AND BRUNE CO	PIPE & FITTINGS	579.97
367357 USA BLUE BOOK	SUPPLIES	864.20
367393 WATERWISE PRO TRAINING	TRAINING	1,200.00
367394 WESTAMERICA BANK	COPIER LEASE	70.01

Water Meter Reading

367252 NEXTEL SPRINT	CELL PHONE	103.83
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Public Buildings & Facilities

367353 TJC AND ASSOCIATES INC	CONSULTING SERVICES	3,693.75
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Warehouse & Central Stores

367252 NEXTEL SPRINT	CELL PHONE	140.56
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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 17 - MARCH 2, 2017
 FUND/CHECK#

367356 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	34.80
367394 WESTAMERICA BANK	COPIER LEASE	151.33
928625 GRAINGER INC	SUPPLIES	63.42
621 Sewer Fund		
Sewer-Wastewater Supervision		
367385 PERS	PAYROLL DEDUCTIONS	36.43
367386 PERS	PAYROLL DEDUCTIONS	72.87
367394 WESTAMERICA BANK	COPIER LEASE	264.27
Sewer-Wastewater Collection		
367229 CWEA SFBS	RENEWAL-DEJANVIER	172.00
367230 CWEA SFBS	RENEWAL-BEACH	93.00
367231 CWEA SFBS	RENEWAL-RAMIREZ	172.00
367232 DIABLO LIVE SCAN	FINGERPRINTING	10.00
367252 NEXTEL SPRINT	CELL PHONE	743.24
367255 OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM SERVICES	215.00
367256 OFFICE DEPOT INC	OFFICE SUPPLIES	159.67
367269 STATE OF CALIFORNIA	FINGERPRINTING	24.50
367273 VALLEN DISTRIBUTION	CALIBRATION GAS	308.19
367277 ACE HARDWARE, ANTIOCH	SUPPLIES	18.16
367303 FASTENAL CO	SUPPLIES	248.98
367314 INFOSEND INC	POSTAGE COST	2,606.27
367387 PERS	PAYROLL DEDUCTIONS	2,959.72
928685 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	5,003.64
631 Marina Fund		
Marina Administration		
367252 NEXTEL SPRINT	CELL PHONE	114.80
367395 PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	809.40
641 Prewett Water Park Fund		
Recreation Water Park		
367252 NEXTEL SPRINT	CELL PHONE	66.26
367255 OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM SERVICES	39.10
367335 NEWTON, SHELBY	CLASS REFUND	313.00
367339 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	66.27
367375 DELTA DENTAL	PAYROLL DEDUCTIONS	124.36
367386 PERS	PAYROLL DEDUCTIONS	57.02
367394 WESTAMERICA BANK	COPIER LEASE	250.02
721 Employee Benefits Fund		
Non Departmental		
367367 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	74.98
367368 AFLAC	PAYROLL DEDUCTIONS	7,200.64
367371 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	2,905.36
367373 CLARKE, ROGER	PAYROLL DEDUCTIONS	885.90
367374 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
367375 DELTA DENTAL	PAYROLL DEDUCTIONS	35,043.52
367376 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	171.00
367377 FITNESS 19	PAYROLL DEDUCTIONS	6.00

Prepared by: Georgina Meek
 Finance Accounting
 3/9/2017

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 17 - MARCH 2, 2017
 FUND/CHECK#

367378 IN-SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	799.99
367379 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
367380 LINA	PAYROLL DEDUCTIONS	5,931.54
367381 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,397.18
367382 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,716.00
367383 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	14,283.92
367384 PARS	PAYROLL DEDUCTIONS	2,792.27
367385 PERS	PAYROLL DEDUCTIONS	358,441.29
367386 PERS	PAYROLL DEDUCTIONS	454,078.12
367387 PERS	PAYROLL DEDUCTIONS	337,109.00
367388 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	3,606.32
367389 EMPLOYEE	PAYROLL CORRECTION	605.39
367390 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	685.00
367391 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	73.01
367392 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	142.99
928713 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	755.50
928714 APOA	PAYROLL DEDUCTIONS	19,662.08
928715 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	61,660.63
928716 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,075.22



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michael G. Vigilia, City Attorney *MV*

SUBJECT: **Rejection of Claim: Tony Hendrix**

RECOMMENDED ACTION

It is recommended that the City Council reject the claim of Tony Hendrix which was received on December 27, 2017.

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 14, 2017

SUBMITTED BY: Donna Conley, City Treasurer *DC*

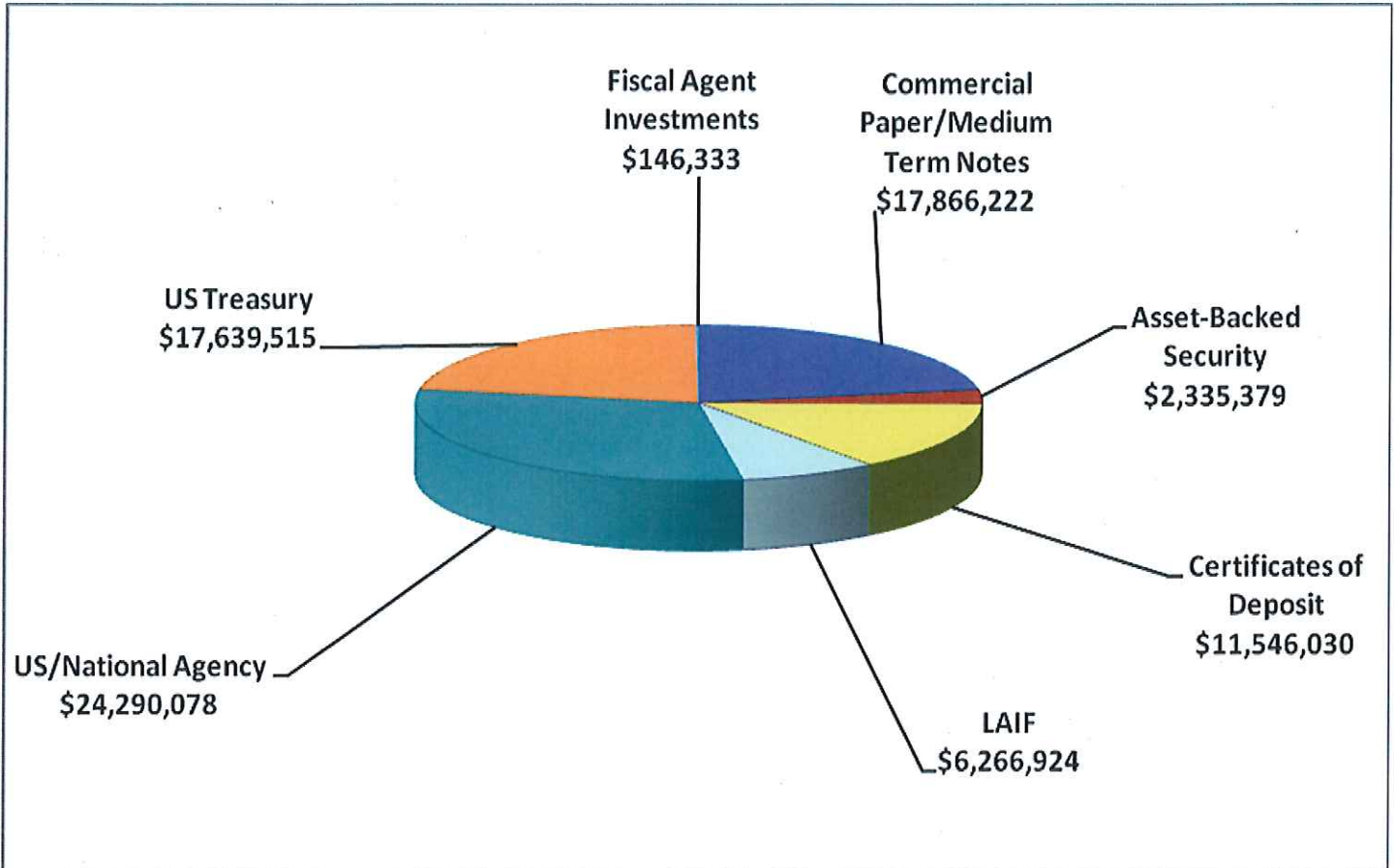
DATE March 1, 2017

SUBJECT: Treasurer's Report – JANUARY 2017-

RECOMMENDATION: Review and file.

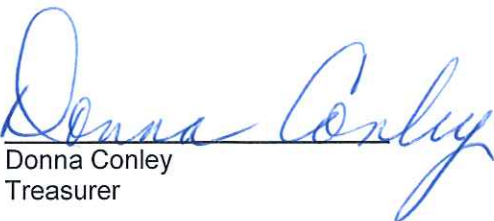
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

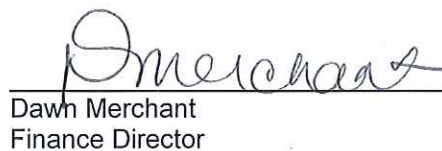
JANUARY 31, 2017



Total of City and Fiscal Agent Investments = \$80,090,481

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	230
Antioch Development Agency 2000 Tax Allocation Bonds	4
Antioch Development Agency 2009 Tax Allocation Bonds	146,098
	<u><u>\$146,333</u></u>



Managed Account Issuer Summary

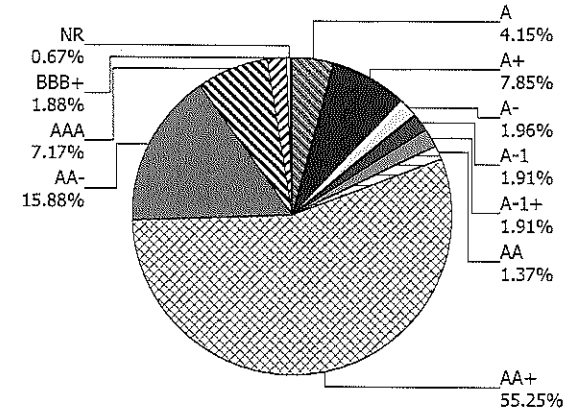
For the Month Ending January 31, 2017

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	254,750.02	0.35
AMERICAN EXPRESS CO	700,746.90	0.96
AMERICAN HONDA FINANCE	750,090.75	1.02
APPLE INC	716,521.13	0.98
BANK OF AMERICA CORP	700,409.50	0.96
BANK OF AMERICA CREDIT CARD TRUST	495,004.46	0.68
BANK OF NEW YORK CO INC	1,400,890.40	1.91
BANK OF NOVA SCOTIA	1,401,015.00	1.91
BB&T CORPORATION	731,975.95	1.00
BERKSHIRE HATHAWAY INC	279,217.47	0.38
CA EARTHQUAKE AUTH TXBL REV BOND	150,378.00	0.21
CANADIAN IMPERIAL BANK OF COMMERCE	1,461,942.20	2.00
CARMAX AUTO OWNER TRUST	574,413.27	0.78
CHEVRON CORP	723,678.33	0.99
CISCO SYSTEMS INC	1,209,465.73	1.65
CITIGROUP INC	279,286.84	0.38
DEERE & COMPANY	284,981.48	0.39
EXXON MOBIL CORP	1,400,400.40	1.91
FANNIE MAE	11,642,120.05	15.89
FEDERAL HOME LOAN BANKS	5,739,268.86	7.83
FORD CREDIT AUTO OWNER TRUST	360,102.38	0.49
FREDDIE MAC	3,369,113.41	4.60
GLAXOSMITHKLINE PLC	553,011.38	0.75
GOLDMAN SACHS GROUP INC	722,914.18	0.99
HONDA AUTO RECEIVABLES	169,446.79	0.23
HSBC HOLDINGS PLC	1,402,933.00	1.91
HYUNDAI AUTO RECEIVABLES	139,860.29	0.19
IBM CORP	1,748,085.50	2.39
INTER-AMERICAN DEVELOPMENT BANK	1,005,236.72	1.37
INTL BANK OF RECONSTRUCTION AND DEV	1,434,092.78	1.96
MICROSOFT CORP	822,956.84	1.12
MORGAN STANLEY	377,528.63	0.52

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **January 31, 2017**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
NISSAN AUTO RECEIVABLES	339,680.71	0.46
NORDEA BANK AB	1,461,942.20	2.00
PEPSICO, INC	433,588.44	0.59
PFIZER INC	721,752.00	0.98
ROYAL BANK OF CANADA	1,452,631.75	1.98
SKANDINAVISKA ENSKIDA BANKEN AB	1,397,991.00	1.91
STATE OF CONNECTICUT	781,580.40	1.07
SVENSKA HANDELSBANKEN	1,399,185.20	1.91
TEXAS INSTRUMENTS INCORPORATED	885,957.62	1.21
THE WALT DISNEY CORPORATION	195,789.56	0.27
TOYOTA MOTOR CORP	1,479,735.07	2.02
UNITED STATES TREASURY	17,616,650.68	24.03
US BANCORP	1,377,886.13	1.88
WELLS FARGO & COMPANY	728,276.28	0.99
Total	\$73,274,485.68	100.00%





Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

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
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	95,000.00	AA+	Aaa	11/05/15	11/09/15	95,192.97	1.18	205.53	95,116.23	95,133.57
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	875,000.00	AA+	Aaa	05/02/16	05/02/16	883,134.77	0.88	1,893.03	880,781.48	876,230.25
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,375,000.00	AA+	Aaa	05/03/16	05/06/16	1,389,501.95	0.83	2,974.76	1,385,347.69	1,376,933.25
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	2,435,000.00	AA+	Aaa	12/01/15	12/04/15	2,455,640.43	1.22	3,228.73	2,447,931.41	2,448,696.88
US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	1,615,000.00	AA+	Aaa	12/28/15	12/30/15	1,620,930.08	1.38	66.92	1,618,869.25	1,623,643.48
US TREASURY NOTES DTD 03/31/2014 1.625% 03/31/2019	912828C65	2,860,000.00	AA+	Aaa	03/02/16	03/04/16	2,909,603.13	1.05	15,832.14	2,895,013.81	2,881,003.84
US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	1,580,000.00	AA+	Aaa	11/10/16	11/14/16	1,601,601.56	1.06	6,596.06	1,599,707.42	1,591,108.98
US TREASURY NOTES DTD 12/01/2014 1.500% 11/30/2019	912828G61	1,950,000.00	AA+	Aaa	12/20/16	12/23/16	1,947,791.02	1.54	5,062.50	1,947,873.43	1,953,199.95
US TREASURY NOTES DTD 12/01/2014 1.500% 11/30/2019	912828G61	3,350,000.00	AA+	Aaa	12/01/16	12/05/16	3,355,234.38	1.45	8,697.12	3,354,960.75	3,355,497.35
US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	1,425,000.00	AA+	Aaa	01/03/17	01/05/17	1,413,644.53	1.52	49.21	1,413,913.96	1,415,203.13
Security Type Sub-Total		17,560,000.00					17,672,274.82	1.25	44,606.00	17,639,515.43	17,616,650.68
Supra-National Agency Bond / Note											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	725,000.00	AAA	Aaa	04/12/16	04/19/16	723,716.75	0.95	211.46	724,159.20	721,378.63
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	1,015,000.00	AAA	Aaa	04/05/16	04/12/16	1,011,955.00	1.10	2,199.17	1,012,736.05	1,005,236.72
INTL BANK OF RECON AND DEV SN NOTE DTD 07/13/2016 0.875% 08/15/2019	459058FK4	725,000.00	AAA	Aaa	07/06/16	07/13/16	724,847.75	0.88	2,925.17	724,873.72	712,714.15





Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

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
Supra-National Agency Bond / Note											
Security Type Sub-Total		2,465,000.00					2,460,519.50	0.99	5,335.80	2,461,768.97	2,439,329.50
Municipal Bond / Note											
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	NR	A3	10/29/14	11/06/14	150,000.00	1.82	228.00	150,000.00	150,378.00
CT ST TXBL GO BONDS DTD 08/17/2016 1.300% 08/15/2019	20772J3D2	795,000.00	AA-	Aa3	08/03/16	08/17/16	796,717.20	1.23	4,708.17	796,459.80	781,580.40
Security Type Sub-Total		945,000.00					946,717.20	1.32	4,936.17	946,459.80	931,958.40
Federal Agency Collateralized Mortgage Obligation											
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	299,433.14	AA+	Aaa	01/15/15	01/30/15	302,425.23	1.26	405.73	300,124.09	299,968.17
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	325,999.64	325,026.98
FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	296,633.98	295,869.57
FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	550,000.00	AA+	Aaa	06/09/16	06/30/16	555,499.73	1.05	818.13	554,213.49	550,990.00
FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AQDO0	634,375.94	AA+	Aaa	10/07/15	10/30/15	640,728.52	1.08	870.15	638,366.23	635,306.63
Security Type Sub-Total		2,103,809.08					2,124,852.28	1.08	2,980.41	2,115,337.43	2,107,161.35
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS AGCY DTD 05/27/2016 0.875% 06/29/2018	3130A8BD4	1,665,000.00	AA+	Aaa	05/26/16	05/27/16	1,660,987.35	0.99	1,295.00	1,662,278.81	1,660,482.86
FHLB NOTES DTD 07/08/2016 0.625% 08/07/2018	3130A8PK3	2,650,000.00	AA+	Aaa	08/10/16	08/12/16	2,640,513.00	0.81	8,005.21	2,642,742.18	2,629,640.05





Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	1,450,000.00	AA+	Aaa	12/07/16	12/08/16	1,449,942.00	1.25	755.21	1,449,942.00	1,449,145.95
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,800,000.00	AA+	Aaa	02/19/16	02/23/16	1,795,752.00	1.08	7,750.00	1,797,062.99	1,789,025.40
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	2,000,000.00	AA+	Aaa	05/26/16	05/31/16	1,996,060.00	1.07	8,611.11	1,997,014.68	1,987,806.00
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	375,000.00	AA+	Aaa	08/12/16	08/15/16	377,317.50	0.89	1,242.19	376,921.31	373,330.13
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	1,225,000.00	AA+	Aaa	05/26/16	05/31/16	1,225,943.25	1.10	4,057.81	1,225,729.61	1,219,545.08
FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAE81	1,800,000.00	AA+	Aaa	07/19/16	07/20/16	1,795,644.00	0.96	525.00	1,796,406.05	1,776,238.20
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	1,425,000.00	AA+	Aaa	07/29/16	08/02/16	1,422,606.00	0.93	6,199.74	1,422,998.19	1,405,990.50
FNMA NOTES DTD 09/02/2016 1.000% 08/28/2019	3135G0P49	1,650,000.00	AA+	Aaa	10/03/16	10/05/16	1,649,010.00	1.02	6,829.17	1,649,120.60	1,632,051.30
FNMA NOTES DTD 09/02/2016 1.000% 08/28/2019	3135G0P49	2,750,000.00	AA+	Aaa	08/31/16	09/02/16	2,745,710.00	1.05	11,381.94	2,746,295.72	2,720,085.50
Security Type Sub-Total		18,790,000.00					18,759,485.10	1.01	56,652.38	18,766,512.14	18,643,340.97
Corporate Note											
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	1,750,000.00	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	9,570.31	1,748,174.21	1,748,085.50
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,400,000.00	AA+	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	7,358.75	1,400,000.00	1,400,400.40
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	4,312.50	749,620.60	750,090.75
PEPSICO, 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	868.92	274,986.13	274,747.00





Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

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
Corporate Note											
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	2,225.00	888,023.17	885,957.62
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	6,262.08	554,122.13	553,011.38
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,400,000.00	A	A1	05/22/15	05/29/15	1,399,874.00	1.60	4,293.33	1,399,943.24	1,400,890.40
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	A+	A1	10/06/15	10/09/15	701,442.00	1.67	1,905.56	700,740.56	700,409.50
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	2,540.54	1,204,904.68	1,209,465.73
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	561.88	724,698.55	725,034.80
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	700,000.00	A-	A2	10/05/15	10/08/15	702,709.00	1.66	35.00	701,424.25	700,746.90
BERKSHIRE HATHAWAY INC GLOBAL NOTES DTD 08/15/2016 1.150% 08/15/2018	084670BX5	175,000.00	AA	Aa2	08/08/16	08/15/16	174,979.00	1.16	927.99	174,983.80	174,197.10
JOHN DEERE CAPITAL CORP DTD 01/06/2017 1.650% 10/15/2018	24422ETM1	285,000.00	A	A2	01/03/17	01/06/17	284,814.75	1.69	326.56	284,821.38	284,981.48
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	205.56	194,829.87	195,789.56
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	5,775.75	754,937.60	754,700.27
BERKSHIRE HATHAWAY INC NOTES DTD 03/15/2016 1.700% 03/15/2019	084664CG4	105,000.00	AA	Aa2	03/08/16	03/15/16	104,920.20	1.73	674.33	104,943.14	105,020.37
WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	725,000.00	A	A2	03/10/16	03/15/16	727,965.25	1.99	4,236.72	727,148.68	728,276.28





Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

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
Corporate Note											
GOLDMAN SACHS GRP INC CORP NT (CALLABLE) DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	100,000.00	BBB+	A3	04/20/16	04/25/16	99,722.00	2.10	533.33	99,791.46	99,712.30
GOLDMAN SACHS GRP INC CORP NT (CALLABLE) DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	625,000.00	BBB+	A3	04/21/16	04/26/16	624,600.00	2.02	3,333.33	624,699.88	623,201.88
CHEVRON CORP NOTES DTD 05/16/2016 1.561% 05/16/2019	166764BH2	725,000.00	AA-	Aa2	05/09/16	05/16/16	725,000.00	1.56	2,357.76	725,000.00	723,678.33
PFIZER INC CORP NOTES DTD 06/03/2016 1.450% 06/03/2019	717081DU4	725,000.00	AA	A1	05/31/16	06/03/16	724,173.50	1.49	1,693.68	724,352.60	721,752.00
CITIGROUP INC CORP NOTES DTD 06/09/2016 2.050% 06/07/2019	172967KS9	280,000.00	BBB+	Baa1	06/02/16	06/09/16	279,854.40	2.07	861.00	279,884.88	279,286.84
APPLE INC CORP NOTES DTD 08/04/2016 1.100% 08/02/2019	037833CB4	725,000.00	AA+	Aa1	07/28/16	08/04/16	724,275.00	1.13	3,921.04	724,392.38	716,521.13
MICROSOFT CORP NOTES DTD 08/08/2016 1.100% 08/08/2019	594918BN3	480,000.00	AAA	Aaa	08/01/16	08/08/16	479,505.60	1.14	2,537.33	479,583.68	472,885.44
PEPSICO, INC CORP NOTES DTD 10/06/2016 1.350% 10/04/2019	713448DJ4	160,000.00	A	A1	10/03/16	10/06/16	159,976.00	1.36	690.00	159,978.50	158,841.44
MORGAN STANLEY CORP BONDS DTD 01/27/2015 2.650% 01/27/2020	61747YDW2	375,000.00	BBB+	A3	01/31/17	02/03/17	378,243.75	2.35	165.63	378,243.75	377,528.63
MICROSOFT CORP DTD 02/06/2017 1.850% 02/06/2020	594918BV5	350,000.00	AAA	Aaa	01/30/17	02/06/17	349,765.50	1.87	0.00	349,765.50	350,071.40
Security Type Sub-Total		17,105,000.00					17,168,842.60	1.53	68,173.88	17,133,994.62	17,115,284.43
Certificate of Deposit											
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPP1	1,375,000.00	AA-	Aa1	09/09/14	09/11/14	1,372,786.25	1.41	7,352.43	1,374,551.60	1,377,886.13
BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017	06417GAS7	1,400,000.00	A+	Aa3	11/06/15	11/09/15	1,400,000.00	1.55	5,156.67	1,400,000.00	1,401,015.00



Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

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
Certificate of Deposit											
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,400,000.00	A-1	P-1	11/16/15	11/17/15	1,400,000.00	1.48	4,431.78	1,400,000.00	1,397,991.00
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.496% 11/17/2017	40428AR41	1,400,000.00	A-1+	P-1	11/17/15	11/18/15	1,400,000.00	0.97	4,422.16	1,400,000.00	1,402,933.00
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	1,450,000.00	AA-	Aa3	03/11/16	03/15/16	1,450,000.00	1.69	9,723.06	1,450,000.00	1,452,631.75
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606A5Z7	1,450,000.00	A+	Aa3	12/01/16	12/05/16	1,448,869.00	1.78	4,111.56	1,448,959.48	1,461,942.20
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	1,450,000.00	AA-	Aa3	12/01/16	12/05/16	1,450,000.00	1.74	4,111.56	1,450,000.00	1,461,942.20
SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JH88	1,400,000.00	AA-	Aa2	01/10/17	01/12/17	1,400,000.00	1.91	1,470.00	1,400,000.00	1,399,185.20
Security Type Sub-Total		11,325,000.00					11,321,655.25	1.57	40,779.22	11,323,511.08	11,355,526.48
Bank Note											
BB&T CORP NOTE DTD 12/08/2014 2.450% 01/15/2020	05531FAS2	725,000.00	A-	A2	01/31/17	02/03/17	732,227.53	2.10	888.13	732,227.53	731,975.95
Security Type Sub-Total		725,000.00					732,227.53	2.10	888.13	732,227.53	731,975.95
Asset-Backed Security / Collateralized Mortgage Obligation											
CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	575,000.00	AAA	NR	07/14/16	07/20/16	574,953.08	1.18	299.00	574,961.55	574,413.27
HONDA ABS 2016-1 A3 DTD 02/25/2016 1.220% 12/18/2019	43814NAC9	170,000.00	AAA	NR	02/16/16	02/25/16	169,975.84	1.23	74.89	169,982.72	169,446.79
FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	AAA	Aaa	09/15/15	09/22/15	359,929.94	1.42	225.60	359,953.91	360,102.38
NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	202.49	339,983.17	339,680.71





Managed Account Detail of Securities Held

For the Month Ending **January 31, 2017**

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
Asset-Backed Security / Collateralized Mortgage Obligation												
ALLY ABS 2016-3 A3 DTD 05/31/2016 1.440% 08/15/2020		02007LAC6	255,000.00	AAA	Aaa	05/24/16	05/31/16	254,975.24	1.44	163.20	254,979.39	254,750.02
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020		44930UAD8	140,000.00	AAA	Aaa	03/22/16	03/30/16	139,972.84	1.57	97.07	139,978.42	139,860.29
BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020		05522RCU0	495,000.00	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,539.62	495,004.46
Security Type Sub-Total			2,335,000.00					2,335,495.34	1.32	1,361.45	2,335,378.78	2,333,257.92
Managed Account Sub-Total			73,353,809.08					73,522,069.62	1.30	225,713.44	73,454,705.78	73,274,485.68
Securities Sub-Total			\$73,353,809.08					\$73,522,069.62	1.30%	\$225,713.44	\$73,454,705.78	\$73,274,485.68
Accrued Interest												\$225,713.44
Total Investments												\$73,500,199.12

Bolded items are forward settling trades.





Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2017**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	01/03/17	01/05/17	US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	1,425,000.00	(1,413,644.53)	(7,647.76)	(1,421,292.29)			
	01/03/17	01/06/17	JOHN DEERE CAPITAL CORP DTD 01/06/2017 1.650% 10/15/2018	24422ETM1	285,000.00	(284,814.75)	0.00	(284,814.75)			
	01/10/17	01/12/17	SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JHB8	1,400,000.00	(1,400,000.00)	0.00	(1,400,000.00)			
	01/30/17	02/06/17	MICROSOFT CORP DTD 02/06/2017 1.850% 02/06/2020	594918BV5	350,000.00	(349,765.50)	0.00	(349,765.50)			
	01/31/17	02/03/17	BB&T CORP NOTE DTD 12/08/2014 2.450% 01/15/2020	05531FAS2	725,000.00	(732,227.53)	(888.13)	(733,115.66)			
	01/31/17	02/03/17	MORGAN STANLEY CORP BONDS DTD 01/27/2015 2.650% 01/27/2020	61747YDW2	375,000.00	(378,243.75)	(165.63)	(378,409.38)			
Transaction Type Sub-Total					4,560,000.00	(4,558,696.06)	(8,701.52)	(4,567,397.58)			
INTEREST											
	01/01/17	01/01/17	CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	0.00	1,368.00	1,368.00			
	01/01/17	01/25/17	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AODO0	640,000.00	0.00	877.87	877.87			
	01/01/17	01/25/17	FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	0.00	466.61	466.61			
	01/01/17	01/25/17	FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	0.00	419.79	419.79			
	01/01/17	01/25/17	FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	550,000.00	0.00	818.13	818.13			
	01/01/17	01/25/17	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	344,015.88	0.00	466.14	466.14			
	01/08/17	01/08/17	THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	0.00	1,608.75	1,608.75			





Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2017**

CITY OF ANTIOCH, CA - 04380500

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											
	01/13/17	01/13/17	TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	0.00	5,618.75	5,618.75			
	01/15/17	01/15/17	HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	140,000.00	0.00	182.00	182.00			
	01/15/17	01/15/17	BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	0.00	561.00	561.00			
	01/15/17	01/15/17	FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	0.00	423.00	423.00			
	01/15/17	01/15/17	CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	575,000.00	0.00	560.63	560.63			
	01/15/17	01/15/17	ALLY ABS 2016-3 A3 DTD 05/31/2016 1.440% 08/15/2020	02007LAC6	255,000.00	0.00	306.00	306.00			
	01/15/17	01/15/17	NISSAN ABS 2015-8 A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	0.00	379.67	379.67			
	01/16/17	01/16/17	FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	1,450,000.00	0.00	1,913.19	1,913.19			
	01/18/17	01/18/17	HONDA ABS 2016-1 A3 DTD 02/25/2016 1.220% 12/18/2019	43814NAC9	170,000.00	0.00	172.83	172.83			
	01/19/17	01/19/17	INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	725,000.00	0.00	3,171.88	3,171.88			
	01/19/17	01/19/17	FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAE1	1,800,000.00	0.00	7,831.25	7,831.25			
	01/31/17	01/31/17	US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	1,425,000.00	0.00	8,906.25	8,906.25			
	01/31/17	01/31/17	US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	1,615,000.00	0.00	12,112.50	12,112.50			
	01/31/17	01/31/17	AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	700,000.00	0.00	6,300.00	6,300.00			
Transaction Type Sub-Total					13,274,015.88	0.00	54,464.24	54,464.24			

PAYDOWNS



Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2017**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
01/01/17	01/25/17	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AOD00	5,624.06	5,624.06	0.00	5,624.06	(56.32)	0.00	
01/01/17	01/25/17	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	44,582.74	44,582.74	0.00	44,582.74	(445.49)	0.00	
Transaction Type Sub-Total				50,206.80	50,206.80	0.00	50,206.80	(501.81)	0.00	
SELL										
01/03/17	01/06/17	US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	285,000.00	285,267.19	362.12	285,629.31	(311.71)	(95.00)	FIFO
01/04/17	01/05/17	TORONTO DOMINION BANK NY YCD DTD 06/19/2015 1.240% 06/16/2017	89113ESN7	1,400,000.00	1,400,376.60	9,596.22	1,409,972.82	376.60	376.60	FIFO
01/10/17	01/12/17	SVENSKA HANDELSBANKEN NY FLT CERT DEPOS DTD 11/24/2015 1.375% 08/24/2017	86958DH54	1,400,000.00	1,402,002.00	2,566.35	1,404,568.35	2,002.00	2,002.00	FIFO
Transaction Type Sub-Total				3,085,000.00	3,087,645.79	12,524.69	3,100,170.48	2,066.89	2,283.60	
Managed Account Sub-Total					(1,420,843.47)	58,287.41	(1,362,556.06)	1,565.08	2,283.60	
Total Security Transactions					(\$1,420,843.47)	\$58,287.41	(\$1,362,556.06)	\$1,565.08	\$2,283.60	

Bolded items are forward settling trades.





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14th, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lizeht Zepeda, Economic Development Program Manager

APPROVED BY: Steve Duran, City Manager

SUBJECT: First Amendment to the Consultant Service Agreement with Municipal Resource Group LLC for Economic Development and Property Development Projects.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Consultant Service Agreement with Municipal Resource Group LLC (MRG) for Economic Development and Property Development Projects in the amount of \$ 50,000 for a total contract amount of \$ 100,000.

STRATEGIC PURPOSE

This item supports the completion of Strategy G-2: Focus on community enhancements, such as Downtown/Rivertown development, Hwy 4 expansion, BART Specific Plan implementation, and future ferry service and Strategy G-3: Determine and Prioritize Geographical Areas of Focus.

FISCAL IMPACT

The approval of the amendment will increase MRG's contract by \$50,000 for a total contract amount of \$100,000. This expenditure is included in the approved fiscal year 2016/17 budget.

DISCUSSION

MRG provides economic development and property development consulting services to the City of Antioch on a project needed basis. MRG assist with a series of projects related to real estate and real estate negotiations with schedules and expected outcomes. These consulting services include preparation and review of leases for City owned properties, preparation of purchase and sale agreements for City owned properties, title report review and revisions, working directly with attorneys, remediation consultants, title offices, financing entities, and civil engineering firms on specific development parcels and projects. The primary consultant has specialized experience with issues that the City faces and connection to work he is already performing for the

Successor Agency to the Antioch Development Agency (ADA) that includes the dissolution process of Agency and property transfer process.

Projects

Currently the primary consultant from MRG negotiates cellular (cell) provider lease rates, annual CPI (consumer price index) adjustments, and lease durations for City owned properties that have been up for renewal and/or re-negotiation. Negotiations for signing bonuses and staff costs with plan review are also part of these project negotiations. To date the consultant has successfully completed lease amendments on cell tower agreements with over 20 cell provider companies including: AT&T, T-Mobile, and Verizon. As a result of these successful negotiations the consultant has developed a master lease template to be used for all new cell site leases.

The primary consultant from MRG is also working on right-of-way agreements for microcell antennas on City owned streetlights that include negotiating pole licensing agreements, duration of licenses, terms, rent and cost per pole agreements. The consultant will develop a master license agreement template to be used for future City streetlight pole contracts.

Additionally the primary consultant has continued work negotiating with State lands on leases for public trust properties transfers and working with State agencies on ADA dissolution process.

ATTACHMENTS

- A. Resolution
- B. Contract with Exhibit A

Attachment A

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING AN AMENDMENT TO THE CONSULTANT CONTRACT WITH
MUNICIPAL RESOURCE GROUP LLC TO AN AMOUNT NOT TO
EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000)**

WHEREAS, on February 1, 2016, the City of Antioch and Municipal Resource Group LLC entered into an Agreement to provide on-call Economic Development and Property Development Project Services; and

WHEREAS, the parties have agreed to expand terms of service of that agreement to include economic development and property development projects; and

WHEREAS, the expanded scope of work necessitates amendment of the current \$50,000 contract price to an amount not to exceed \$100,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch authorizes the City Manager to amend the consultant contract with Municipal Resource Group LLC to an amount not to exceed one hundred thousand dollars (\$100,000), in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14th day of March, 2017 by the following vote:

AYES:

NOES:

ABSENT:

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

Attachment B

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND MUNICIPAL RESOURCE GROUP, INC.

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Municipal Resource Group ("Consultant") as of March 15, 2017.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on March 15, 2018 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed \$ 100,000 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: \$140 per hour.

2.5 Reimbursable Expenses. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Allowed reimbursable expenses are mileage per the IRS rate.

2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date,** the

Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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

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

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

4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver

those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the

state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

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

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

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

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered City Manager Steven Duran ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Municipal Resources Group LLC
675 Hartz Avenue, Suite 300
Danville, CA 94526
Attn: Mike Oliver

Any written notice to City shall be sent to:

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

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

CITY:

CITY OF ANTIOCH

Steven Duran, City Manager

CONSULTANT:

MUNICIPAL RESOURCE GROUP LLC

By: _____
Tom Sinclair, Principal Consultant

Name: _____

Title: _____

Attest:

Arne Simonsen, City Clerk

Approved as to Form:

City Attorney

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[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]



EXHIBIT A
CITY OF ANTIOCH PLANNING SERVICES ASSISTANCE
SCOPE OF SERVICES

Municipal Resource Group will provide economic development and property development consulting services to the City of Antioch on a project basis during the engagement period. The City will provide the Consultant with a series of projects with defined work products, schedules and expected outcomes. The Consultant will furnish economic development consulting services on an as needed and intermittent basis, and in the form and manner determined by the Consultant.

These consulting services may include:

- Preparation and review of leases for City owned properties;
- Preparation of purchase and sale agreements for City owned properties;
- Title report review and revisions;
- Working directly with attorneys, remediation consultants, Title Offices, financing entities, civil engineering firms on specific development parcels and projects.

The hourly rate for this project for Mr. Wolken is \$140.00 per hour.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, City Clerk *AS*

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

SUBJECT: City Clerks Association of California Annual Conference and Advanced Academy

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 and Advanced Academy, April 11-14, 2017 in Cathedral City.

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

The FY 2016/17 budgeted for the CCAC Annual Conference and Advanced Academy. Registration \$595.00; Lodging \$779.00 (Conference Rate); and Travel \$422.00.

DISCUSSION

- City Clerks Association of California (CCAC) Annual Conference

The CCAC Annual Conference provides formal training session topics for City Clerks which include: The intrinsic and essential roles played by City Clerks; Engaging the public on hot topics; Social Media & today's 24/7 news cycles: do's & don't's; City technology: Engagement & Security, Records management on a dime; Inherited a mess? No money? Ideas to help; California Voting Rights Act – Putting the 2016 legislation into practice; Generational diversity & succession planning: Opportunities for building a stronger workforce; Beyond the technicalities – reframing the professional role of the City Clerk as a holistic public administrator; and, Mindful leadership.

This training program leads to the professional accreditation of Certified Municipal Clerk (CMC). The 2017 CCAC annual conference will be held at the Double Tree by Hilton Hotel Resort Palm Springs in Cathedral City 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 4.9 CMC points awarded for attending the conference.

- City Clerks Association of California (CCAC) Advanced Academy

The CCAC Advanced Academy is a 7-hour program on Purpose-driven Leadership: Staying focused in the midst of change. Attendees have their badges scanned in and out of each session to be able to receive 3 CMC Advanced Education points.

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 Advanced Academy and 2017 Annual Conference schedule
- B. Travel and Expense Policy.

ATTACHMENT A



**2017 CCAC ANNUAL CONFERENCE
DOUBLETREE BY HILTON HOTEL GOLF
RESORT PALM SPRINGS,
CATHEDRAL CITY**

Optional Pre-Conference Education Tuesday, April 11

9 am – 4 pm	<p>CCAC ADVANCED ACADEMY – Brought to CCAC by Miller Consulting, MMC Academy Institute Director</p> <p>PURPOSE-DRIVEN LEADERSHIP: STAYING FOCUSED IN THE MIDST OF CHANGE Speaker: Jan Dwyer Bang, Boundless Results</p> <p>Fee: \$200 3 CMC Education or MMC Advanced Education Points Register by March 24, 2017</p>
9 am – 4 pm	<p>ATHENIAN DIALOGUE</p> <p>PROFILES IN COURAGE BY JOHN F. KENNEDY Facilitator: Professor Ed Tywoniak, St. Mary's College</p> <p>Fee: \$150 3 CMC or MMC Education Points Register by March 24, 2017</p>
4:00 pm – 6:00 pm	<p>Mentor Training with Vicki Kasad, MMC, CCAC Mentoring Program Chair</p> <p>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 7, 2017.</p>

WEDNESDAY, APRIL 12

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>CITY CLERKS, MAKE SOME NOISE! – FOR YOURSELVES, YOUR COMMUNITIES, AND YOUR PROFESSION</p> <p>Speaker: Al Zelinka, Assistant City Manager, City of Riverside</p> <p>Moderator: Jose Jasso, MMC, Assistant City Clerk, City of Santa Clara</p> <p><u>Description:</u> This session will provide CCAC attendees with perspective by a “non-City Clerk” on the intrinsic and essential roles played by City Clerks in making a difference in the communities they serve. The session will be inspirational, insightful, and educational, and will offer attendees the ability to work with one another to better “tell their story” and “make some noise (i.e. promote the profession).”</p>
10:30 am – 11:00 am	BREAK WITH EXHIBITORS
11:00 am – 12:00 pm	<p>ENGAGING THE PUBLIC ON HOT TOPICS</p> <p>Speakers: Sarah Rubin and Randi Kay Stephens, Institute for Local Government</p> <p>Moderator: Desiree Jimenez, CMC, Deputy City Clerk, City of South Pasadena</p> <p><u>Description:</u> Whether the issue is homelessness, medical marijuana dispensaries or drones, clerks need strategies and proven best practices to engage diverse members of the community on these hot topics. The session will include a preview of a new five pillar framework from the Institute for Local Government that any agency can use to plan and implement their public engagement effort. Clerks on the frontlines know that passions can run especially high with hot topics like these and tips for deescalating emotion will also be shared. Clerks will learn about roles and responsibilities and proven methods for taking engagement from a one-way effort to an inclusive process that applies to all issues.</p>
12:00 pm – 1:30 pm	REGION IX LUNCHEON – included with your conference registration
<p>CONCURRENT SESSIONS</p> <p>1:30 pm – 5:00 pm</p>	<p><u>TRACK A: TECHNOLOGY</u></p> <p><u>(1:30-3:00 pm) A: SOCIAL MEDIA & TODAY’S 24-7 NEWS CYCLE: DO’S & DON’T’S</u></p> <p>Speakers: Brandon Castillo, Partner, Castillo & Fairbanks</p> <p>Moderator: John Paul Maier, CMC, Chief Deputy City Clerk, City of San Bernardino</p> <p><u>Description:</u> With today’s media cycle reporting on stories 24-7, and the prevalence of mobile devices in our society, how city officials (including staff) conduct themselves can reflect either positively or negatively in a community. Come learn practical strategies for using instant communication tools in a manner that positively highlights you and your city in times of real crisis.</p>

	<p><u>(3:30-5:00 pm) A: CITY TECHNOLOGY: ENGAGEMENT & SECURITY</u></p> <p>Speakers: Almis Udrys, Deputy Director, Performance & Analytics Department, City of San Diego George Khalil, Information Security Officer, Innovation & Technology Department, City of Riverside</p> <p>Moderator: Colleen Nicol, MMC, City Clerk, City of Riverside</p> <p><u>Description:</u> A growing movement in the municipal space involves engagement with residents on their terms: open data, customer experience, dashboards, sensors, and mobile applications put City Hall at our fingertips and bring government services closer to the people. However, an equally growing number of risks threaten the movement towards greater transparency and enhanced customer service: hacking, malware, theft or accidental release of personally identifiable information. These challenges are not unique to the public sector, but are being tackled head on. Experts from San Diego and Riverside are on hand to discuss engagement and security in the world of City technology.</p> <p><u>TRACK B: RECORDS MANAGEMENT</u></p> <p><u>(1:30-3:00 pm) B: RECORDS MANAGEMENT ON A DIME.....OR A PENNY!</u></p> <p>Speaker: Diane R. Gladwell, MMC, President, Gladwell Governmental Services, Inc.</p> <p>Moderator: Jerryl Soriano, CMC, City Clerk, City of Desert Hot Springs</p> <p><u>Description:</u> Agencies have different staffing levels, funding levels, and "organizational realities." You can make progress in your Records Management Program...options and strategies will be provided for agencies with very limited resources, moderate resources, and even some for the more fortunate organizations.</p> <p><u>(3:30-5:00 pm) INHERITED A MESS? NO MONEY? IDEAS TO HELP YOU!</u></p> <p>Speaker: Diane R. Gladwell, MMC, President, Gladwell Governmental Services, Inc.</p> <p>Moderator: Susan Domen, MMC, City Clerk, City of Lake Elsinore</p> <p><u>Description:</u> Most agencies have underfunded Records Management for....decades. Many of you have inherited "opportunities for improvement"....but the program is still underfunded...and they still expect you to find records right now! This session will present ideas and "Best Practices" to improve the quality of your program (and your sanity).</p>
3:00 pm – 3:30 pm	BREAK WITH EXHIBITORS

ALL CONFERENCE EVENT
Fiesta Del Presidente, 6:00 pm
Cree Estate

THURSDAY, APRIL 13

6:00 am	Pat Hammers Walk/Run
7:00 am – 8:00 am	Breakfast on Your Own
8:00 am – 10:00 am	<p>CALIFORNIA VOTING RIGHTS ACT – PUTTING THE 2016 LEGISLATION INTO PRACTICE</p> <p>Speakers: Randi Johl, MMC, CCAC Legislative Director/Temecula City Clerk Shalice Tilton, MMC, City Clerk, Buena Park Dane Hutchings, Lobbyist, League of California Cities Doug Johnson, Principal, National Demographics Corp.</p> <p>Moderator: Mitzi Ortiz, MMC, City Clerk, City of Aliso Viejo</p> <p><u>Description:</u> In 2016, after years of meetings, committee hearings, testimony and negotiations, a group of unlikely coalition members came together to work on a solution to prevent costly litigation for cities while retaining local control in their cities. AB 278, AB 350 and AB 2220 were a package of California Voting Rights Act (CVRA) bills that passed in 2016 and went into effect January 1, 2017. This session will allow participants to fully understand the political and technical intricacies of the CVRA bills individually and collectively. Participants will learn how to practically implement this bill package in their jurisdiction.</p>
10:00 am – 10:30 am	BREAK WITH EXHIBITORS
10:30 am – 12:00 pm	<p>GENERATIONAL DIVERSITY & SUCCESSION PLANNING: OPPORTUNITIES FOR BUILDING A STRONGER WORKFORCE</p> <p>Speaker: Jennifer Palagi, Liebert Cassidy & Whitmore</p> <p>Moderator: Holly Charléty, CMC, District Clerk, Vallejo Sanitation & Flood Control District</p> <p><u>Description:</u> This is the first time four generations have been present in the workforce at the same time. The generational differences brought by each group, if properly channeled, can enhance every organization. If not, these differences can lead to frustration and turnover, an increasing number of workplace disputes, personnel issues and potential legal issues. In addition, public agencies must plan for the inevitable retirements of managerial and supervisory employees. Unfortunately, many agencies do not have a procedure for dealing with and addressing these important topics. This interactive session will provide practical advice for supervisors, managers, Human Resources Personnel and assist with making the most of a generationally-diverse workforce.</p>
12:00 pm – 1:30 pm	RETIRES AND PAST PRESIDENTS LUNCH – included with your conference registration

1:30 pm – 5:00 pm	<p>BEYOND THE TECHNICALITIES – REFRAMING THE PROFESSIONAL ROLE OF THE CITY CLERK AS A HOLISTIC PUBLIC ADMINISTRATOR</p> <p>Speakers: Shalice Tilton, MMC, City Clerk, Buena Park Jim Vanderpool, City Manager, Buena Park</p> <p>Moderator: Dawn G. Abrahamson, MMC, City Clerk, City of Vallejo</p> <p><u>Description:</u> City Clerks are more than technicians. City Clerks are public administrators who must be skilled in holistic perception and responsive adaptation. Traditionally, City Clerk training has focused on dissected parts of public policy, such as the Public Records Act, the Political Reform Act, and the Brown Act. This is similar to the parable of the group of blind men trying to learn what an elephant is like by each touching different parts of the animal. The holistic perspective of public policy considers the entire system, not just its individual parts. This course will examine the history, adaptation, and interconnectedness of public policy at the federal, state, and local levels and how the professional City Clerk is situated into that context.</p> <p>Participants are encouraged to bring WiFi-enabled devices (if possible) as the session includes hands-on exploration of history, legislation, regulations, resources, and research techniques. The session will conclude with an interactive discussion from a City Manager’s perspective on the professional role of the City Clerk as a holistic administrator.</p>
3:00 pm – 3:30 pm	BREAK WITH EXHIBITORS & RAFFLE
6:00 pm – 7:00 pm	PRESIDENT’S RECEPTION & SILENT AUCTION – included with conference registration
7:00 pm	PRESIDENT’S DINNER BANQUET – RSVP required, included with conference registration. Black and White attire preferred

FRIDAY, APRIL 14

7:00 am	Hot Networking Breakfast – included with registration
8:00 am – 11:30 am	<p>MINDFUL LEADERSHIP</p> <p>Speaker: Scott Winter</p> <p>Moderator: Wendy Klock-Johnson, MMC, Assistant City Clerk, City of Sacramento</p> <p><u>Description:</u> Mindful Leadership goes beyond the practice of self-awareness-it also encompasses an understanding of others and an ability to effectively read and adapt to social situations. To be effective, Mindful Leaders must develop effective methods for managing the constant onslaught of inputs and stimuli to help maintain presence of mind while leading others in a changing environment. This session introduces participants to the latest neuroscience research on human performance and the practical things leaders can do to get better results while maintaining ‘good brain hygiene’ in themselves and others.</p>

Certification Points: 4.9 CMC Education or MMC Advanced Education points for attendance at all sessions of the Conference.

**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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(A) PROCEDURE

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

(B) AUTHORIZATION PROCESS

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

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

(C) METHODS OF REIMBURSEMENT

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

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

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

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

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

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

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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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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 14, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager

SUBJECT: Statewide Community Infrastructure Program

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of the City of Antioch; approving form of acquisition agreement for use when applicable; and authorizing related actions.

STRATEGIC PURPOSE

This action falls under Strategic Plan Long Term Goal H: Support public/private partnership efforts to implement plans and policies pertaining to key development areas.

FISCAL IMPACT

This report has no fiscal impact to the City.

DISCUSSION

California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of CSCDA include approximately 383 cities and 56 counties throughout California, including the City of Antioch (the "City").

Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits. The program has since been expanded to include financing of public capital improvements directly. If a property owner chooses to participate, the selected public capital improvements and the development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will impose a special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property. With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued; or the fees will be funded directly from the proceeds of the SCIP bonds. In the former case, the City is required to pay the fees over to SCIP, and in the latter case, SCIP holds the bond proceeds representing the fees. In both cases the fees are

subject to requisition by the City *at any time* to make authorized fee expenditures. But by holding and investing the money until it is spent, SCIP is able to monitor the investment earnings (which come to the City) for federal tax law arbitrage purposes. SCIP encourages the City to spend those amounts *before* any other fee revenues of the City. If the fees are paid by the property owner and bonds are never issued, the fees are returned to the City by SCIP. In this way, the City is never at risk for the receipt of the impact fees.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the special assessments at any time.
- For home buyers, paying for the costs of public infrastructure through a special assessment is superior to having those costs “rolled” into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the special assessment financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or communities facilities district had access to tax-exempt financing.

The benefits to the City include:

- As in conventional assessment financing, the City is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on property owners.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the special assessments on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing will be directed back to the participating city for use on public infrastructure, subject to applicable federal tax limitations.

The proposed resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within our City's boundaries, conduct assessment proceedings and levy assessments against the property of participating owners. It approves the form of an Acquisition Agreement, attached to the resolution as Exhibit B, to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

Attached to the resolution as Exhibit A is a "Form of Resolution of Intention to be Adopted by CSCDA". This is for informational purposes and does not require action by this Council.

ATTACHMENT

RESOLUTION

Exhibit A – Form of Resolution of Intention to be Adopted by CSCDA
(INFORMATIONAL ONLY)

Exhibit B – Form of Acquisition Agreement (TO BE APPROVED AS TO FORM
ONLY)

Exhibit C - City Of Antioch Contacts for SCIP Program

RESOLUTION 2016/ _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF ANTIOCH; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Antioch (the "City"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including

without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the Mayor is authorized to execute and the City Clerk is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

* * *

PASSED AND ADOPTED this ____ day of _____, 20__ by the following vote,
to wit:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified City Clerk of the City of Antioch, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the City Council of the City of Antioch duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20____, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

City Clerk
City of Antioch

By: _____

[Seal]

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. _____ (COUNTY OF _____, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the “Fees”) and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the “Improvements”), all of which are of benefit to the property within the proposed Assessment District No. _____ (County of _____, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled “Proposed Boundaries of Assessment District No. _____ (County of _____, California),” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Assessment District No. _____ (County of _____, California)”;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.
2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.
3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing

the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of _____ within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF ANTIOCH

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

- A. The parties to this Acquisition Agreement (the “Agreement”) are the CITY OF ANTIOCH, (the “Local Agency”), and [DEVELOPER], a [here indicate type of legal entity] (the “Developer”).
- B. The effective date of this Agreement is _____, 20__.
- C. The Developer has applied for financing of certain public capital improvements (the “Acquisition Improvements”) and capital facilities fees through the Statewide Community Infrastructure Program (“SCIP”) administered by the California Statewide Communities Development Authority (the “Authority”) and such application has been approved by the Local Agency.
- D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.
- E. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the “Available Amount”.
- F. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.
- G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.
- I. In consideration of Recitals A through H, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND
FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Improvements” shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

“Acquisition Price” means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

“Actual Cost” means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

“Actual Cost Certificate” shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of _____, 20__.

“Assessment District” means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

“Authority” means the California Statewide Communities Development Authority.

“Available Amount” means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

“Code” means the Streets and Highways Code of the State of California.

“Developer” means [Developer], a [here indicate type of legal entity].

“[Developer] Acquisition Account” means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Local Agency” means the City of Antioch.

“Local Agency Engineer” means the Director of Public Works of the Local Agency (the “Director”) or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the land development program of the Developer pertaining to the Developer’s property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

“SCIP” means the Statewide Community Infrastructure Program of the Authority.

“SCIP Requisition” means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

“SCIP Trust Agreement” means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

“SCIP Trustee” means Wilmington Trust, National Association, as trustee under the SCIP Trust Agreement.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount .

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve

for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, thereafter (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements,. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local

Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of special assessments shall be current on property owned by the Developer or under option to the Developer that is subject to the special assessment liens of the Assessment District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the

Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of Antioch
[Address to Come]

If to the Developer:

[Developer]
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF ANTIOCH

ATTEST:
City Clerk

By _____
[Mayor]

By _____

[DEVELOPER],
a [here indicate type of legal entity]

By _____
(Signature)

(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.	\$
2.	
3.	
4.	

EXHIBIT B TO THE ACQUISITION AGREEMENT

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
777 S. Figueroa St., Suite 3200
Los Angeles, California 90017
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF ANTIOCH hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]
Name of Developer: [Developer]
Withdrawal Amount: [Insert Acquisition Price]
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]
Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF ANTIOCH, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

CITY OF ANTIOCH

By : _____

Title: _____

EXHIBIT C TO THE RESOLUTION

CITY OF ANTIOCH CONTACTS FOR SCIP PROGRAM

Primary Contact

Name: Dawn Merchant

Title: Finance Director

Mailing Address: P.O. Box 5007, Antioch, CA 94531-5007

Delivery Address (if different):

E-mail: dmerchant@ci.antioch.ca.us

Telephone: (925) 779-7055

Fax: (925) 779-7054

Secondary Contact

Name: Steve Duran

Title: City Manager

Mailing Address: P.O. Box 5007, Antioch, CA 94531-5007

Delivery Address (if different):

E-mail: sduran@ci.antioch.ca.us

Telephone: (925) 779-7011

Fax: (925) 779-7003

Additional Contact

Name: Ron Bernal

Title: Assistant City Manager

Mailing Address: P.O. Box 5007, Antioch, CA 94531-5007

Delivery Address (if different):

E-mail: rbernal@ci.antioch.ca.us

Telephone: (925) 779-6820

Fax: (925) 779-7003



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14, 2017

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Appeal of UP-16-10, AR-16-06, V-16-04 – A St. Mini-Mart – Amandeep Singh, Appellant and Applicant, has appealed the February 15, 2017 Planning Commission denial of a Use Permit, Design Review, and Variance Application to operate an approximately 1,200 square foot convenience store, including the renovation of the existing building on site. The project site is located 2302 A Street (APN 067-275-023).

RECOMMENDED ACTION

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

1. Postpone the item indefinitely. A new public hearing notice will be mailed if and when the item is rescheduled.

DISCUSSION

The applicant has requested that this item be pulled from the agenda and continued so that they can explore alternative uses of the property and pursue ongoing discussions with staff. The City of Antioch has a statutory requirement to hear an appeal within 60 days. Should the appellant decide to pursue this appeal, a new public hearing notice will be sent to the adjacent property owners within 300' and all other protocols for public hearings will be followed for the new hearing date.

ATTACHMENT

- A. Consent to Waive Statutory Requirement from David Larsen, appellant's attorney, dated 03/01/2017

ATTACHMENT "A"

Morris, Alexis

From: Dave Larsen [Dave@dlarsenlaw.com]
Sent: Wednesday, March 01, 2017 9:15 AM
To: Morris, Alexis
Subject: 45 Day Waiver / meeting today

Hi Alexis - -

This is to confirm that we waive any right we may have to have our appeal being heard within 45 days. This concerns the property at 2302 A Street which is owned by my client, Amandepp Singh, and our appeal of an adverse ruling concerning that property.

I look forward to meeting with you at 2:00 PM today.

Regards,

Dave Larsen
Cell: 925.413.3258

Law Offices of David J. Larsen
dave@dlarsenlaw.com

Venture Commerce Center
5179 Lone Tree Way
Antioch, CA 94531

Ph: 925/331-8124
Fax: 925/331-8128

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

SUBJECT: Resolution Approving the Services Agreement with Arts & Cultural Foundation of Antioch; Provide Direction to Staff for Fiscal Year 2017-2019 Budget

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving the services agreement with the Arts & Cultural Foundation of Antioch, and provide direction to staff for funding in the Fiscal Year 2017-2019 budget.

STRATEGIC PURPOSE

Long Term Goal J: Parks and Recreation. Provide outstanding facilities and programs for the community.

- **Strategy J-1:** Increase the use of the City's recreation facilities and programs.

FISCAL IMPACT

Funding is provided by the Transient Occupancy Tax (TOT) in the Civic Arts Special Revenue Fund and the General Fund when needed. The budget estimate for available TOT in FY 17-18 is \$58,000 and in FY 18-19 is \$39,000.

DISCUSSION

Art, music, and cultural celebrations are integral to Antioch's quality of life and for several years the City has supported community-wide civic arts programs and activities in partnership with the Arts & Cultural Foundation of Antioch (ACFA). Concerts by the river, artist exhibits, collaborative projects, media and market promotions, and the management of the Lynn House Gallery are among the key services provided by ACFA. Fiscal support is accounted for in the Civic Arts Fund (Fund 215) and administrative and operational support is provided by all City departments.

A historical summary of funding in Fund 215 is provided.

	Arts & Cultural Payments				
	FY17	FY16	FY15	FY14	FY13
Civic Arts Fund - TOT	\$26,050	\$38,000	\$38,000	\$42,000	\$23,000
Child Care Fund	0	0	25,000	0	0
General Fund	25,050	25,000	0	0	0
Total Payment	\$51,100	\$63,000	\$63,000	\$42,000	\$23,000

A new services agreement will align with the Fiscal Year 2017-2019 Budget and reflect the programs and services provided by ACFA. The draft Agreement is included as Attachment B and the services provided are listed in Attachment C.

The scope of work reflects the funding level allocated in Fiscal Year 2016-2017. Attachment B outlines the number of Lynn House Gallery Exhibits, the annual Celebration of Arts, Summer Concerts by the River, projects such as the Black History Month Exhibit, Delta Blues Festival, and operational management of the Lynn House Gallery. Staff recommends the same level of funding during the next budget cycle and requests direction so that the item is included in the proposed budget.

ATTACHMENTS

- A. Resolution
- B. DRAFT Services Agreement
- C. DRAFT Scope of Work

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SERVICES AGREEMENT WITH THE ARTS & CULTURAL
FOUNDATION OF ANTIOCH AND ESTABLISHES THE FUNDING LEVEL FOR THE
FISCAL YEAR 2017-2019 BUDGET**

WHEREAS, the City supports a community-wide arts and cultural services program to enhance the quality of life for all residents; and

WHEREAS, the Arts & Cultural Foundation of Antioch is valued in its experience and proficiency in providing art and cultural services; and

WHEREAS, the funding levels are identified and approved during the budget approval process for Fiscal Year 2017-2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the services agreement with the Arts & Cultural Foundation of Antioch for a term ending June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute the services agreement in the amount directed by Council and approved in the Fiscal Year 2017-2019 Budget.

* * * * *

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 14th day of March, 2017 by the following vote:

AYES:

ABSENT:

NOES:

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



**SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND
THE ARTS & CULTURAL FOUNDATION OF ANTIOCH**

This Agreement entered into this ___ day of _____, 2017 by and between the CITY OF ANTIOCH, public body corporate and politic, hereinafter referred to as "CITY" and the ARTS & CULTURAL FOUNDATION OF ANTIOCH, a California Non-Profit Corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

- A. CITY wishes to support an ARTS AND CULTURAL PROGRAM and as a result, wishes to utilize the expertise of an organization to administer a program for the CITY.
- B. CONTRACTOR will receive payment from the CITY, funded from the Transient Occupancy Tax (TOT) and General Fund.
- C. CONTRACTOR has demonstrated expertise and qualifications to operate an ARTS AND CULTURAL PROGRAM.
- D. CONTRACTOR has shown it has the expertise and background to provide such services to the CITY.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, CITY and CONTRACTOR agree as follows:

1. Scope of Services

CONTRACTOR agrees, through its services, to perform in a matter satisfactory to the CITY all the functions necessary to provide an ARTS AND CULTURAL PROGRAM. These functions include, but are not necessarily limited to, the services indicated in Exhibit "A" "Scope of Work", which is incorporated herein as part of this Agreement.

2. Compensation for Services

CONTRACTOR will submit an invoice and a statement of activities bi-annually to the CITY after July 1 and January 1 respectively, each fiscal year. No funds will be released until the appropriate reports are filed with the CITY. CITY will pay the CONTRACTOR up to (_____) in fiscal year 2017-18 and (_____) in fiscal year 2018-19 ("annual compensation"), as payment for performance of activities identified in the Scope of Work attached as Exhibit "A". Annual funding amounts are subject to available funding and final funding amount is based on current year budget.

CITY's Payment to CONTRACTOR shall be made twice each year following the receipt of required invoices and statements of activities. CITY funding shall be provided by transient occupancy tax ("TOT"). If there is a shortfall in receipt of TOT funds, which shall generate less than \$51,000 for the CONTRACTOR, CITY shall allocate funds from the general fund and other sources to fund CONTRACTOR'S payment for services.

The CONTRACTOR will have use of the City's mobile stage; scheduled in collaboration with CITY staff at no charge to the CONTRACTOR other than fees for delivery, setup and take-down of the stage.

3. Term of Agreement

The term of this Agreement shall commence on July 1, 2017 and shall continue until the end of the day, June 30, 2019.

4. Records to be Maintained

The CONTRACTOR shall maintain all records required by the state and federal regulations, and that are pertinent to the activities to be funded under this Agreement. Such records shall include, but be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial statements shall be prepared by a person certified for such activities;
- d. CONTRACTOR shall retain records for a period of three (3) years.

5. Reporting

CONTRACTOR shall submit a written report to CITY on a bi-annual basis of activities relevant to the functioning of the CITY. CONTRACTOR shall also submit a report to CITY on a bi-annual basis of the progress made toward project goals shown in Exhibit "A".

6. PROGRAM INCOME

If program is generated by CONTRACTOR under the terms of this Agreement, the program income shall be reported to the CITY, but will be retained by CONTRACTOR. CONTRACTOR will use program income for the provision of services described in Exhibit "A".

By way of further limitations, the CONTRACTOR may use such income during the Agreement period for activities permitted under this Agreement.

7. Insurance

CONTRACTOR shall procure and maintain during the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in

connection with CONTRACTOR'S operation. The cost of such insurance shall be borne by the CONTRACTOR. CONTRACTOR shall maintain insurance in amounts at least as high as follows:

- a. General Liability; \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.
- b. Automobile Liability Insurance. Contractor shall ensure that its employees each carry automobile liability insurance for the term of this Agreement in an amount not less than the amounts required by California law.
- c. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability limits of at least \$1 million per accident.
- d. CITY, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of CONTRACTOR'S services or premises owned, occupied or used by the CONTRACTOR.
- e. Any deductibles or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, as all approved by the City attorney or her designee.
- f. Coverage shall state that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after Thirty (30) day's prior written notice by mail as been given to CITY.
- h. Insurance is to be placed with insurers with a Best rating of no less than V:VII.
- i. CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City Attorney or her designee, prior to occupancy of the premises. The CITY reserves the right to require complete certified copies of all required policies at any time.

- j. The CONTRACTOR'S insurance coverage shall be primary insurance with regard to the CITY, its officers, officials, agents, employees and volunteers. Any insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute to it.

The CONTRACTOR shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from the performance of this Agreement.

8. Indemnification

CONTRACTOR hereby agrees to indemnify, hold harmless and defend CITY and CITY'S officers, officials, employees, agents, volunteers, contractors or subcontractors from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death arising out of or in any way connected with the CONTRACTOR'S operations under this Agreement or the performances of this Agreement by CONTRACTOR or its officers, volunteers, directors, officers or agents. Negligent or criminal acts by members of the public at the Property shall not be deemed to be the liability or responsibility of CITY. The indemnity provision of this section shall survive the expiration or cancellation of this Agreement.

9. Amendments

Should Federal or State regulations, laws, policies or funding amounts touching upon the subject of this Agreement be adopted or revised during the term, hereof, this Agreement shall be deemed amended to assure conformance with such Federal and State requirements. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such as modifications will be incorporated only by written amendment approved by the legislative bodies of the parties and executed by both parties' authorized designees.

10. Termination of Agreement

CITY may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. If the Agreement is terminated by CITY as provided herein, CONTRACTOR shall be paid for all work done on behalf of CITY under the terms of this Agreement, up to the effective date of termination. In the event of termination by the CITY, the CITY will pay any expenses incurred towards activities set to occur beyond the date of termination, including, but limited to expenses such as deposits on performances, rentals, and equipment purchases.

11. Third Party Beneficiaries

Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors any rights or remedies under or by reason of this Agreement.

12. Successors-in-interest

This Agreement shall be binding on any successors-in-interest of the parties.

13. Modification

This Agreement shall be modified only by a written document approved by the legislative bodies of both of the parties.

14. Project Representation and Notices

CITY and CONTRACTOR hereby designate the following agents to act as project representatives in the matters dealing with the performance of work under this Agreement and for receipt of all notices:

CITY: City Manager
CITY OF ANTIOCH
PO-Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Executive Director
Arts & Cultural Foundation of Antioch
PO Box 613
809 W. 1st Street
Antioch, CA 94509

15. Entire Agreement

This Agreement contains all the terms agreed to by the parties on the subject matter of this Agreement. No other understanding, oral or otherwise, shall be deemed to exist of to bind any party. This Agreement shall be modified only by a written document approved by the legislative bodies of both of the parties.

16. No Assignments or Sub-Leases

CONTRACTOR'S services are unique to the CITY and thus, there shall be no assignments or sub-leases of this agreement without CITY'S written consent, which shall be at its sole discretion. However, nothing in this clause shall limit the ability of the CONTRACTOR to make its facilities or programs available for private fund-raising purposes under the terms approved by the City Manager.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF ANTIOCH and by the ARTS & CULTURAL FOUNDATION OF ANTIOCH.

CITY OF ANTIOCH

By: _____
Steve Duran
City Manager

Date : _____

CONTRACTOR:

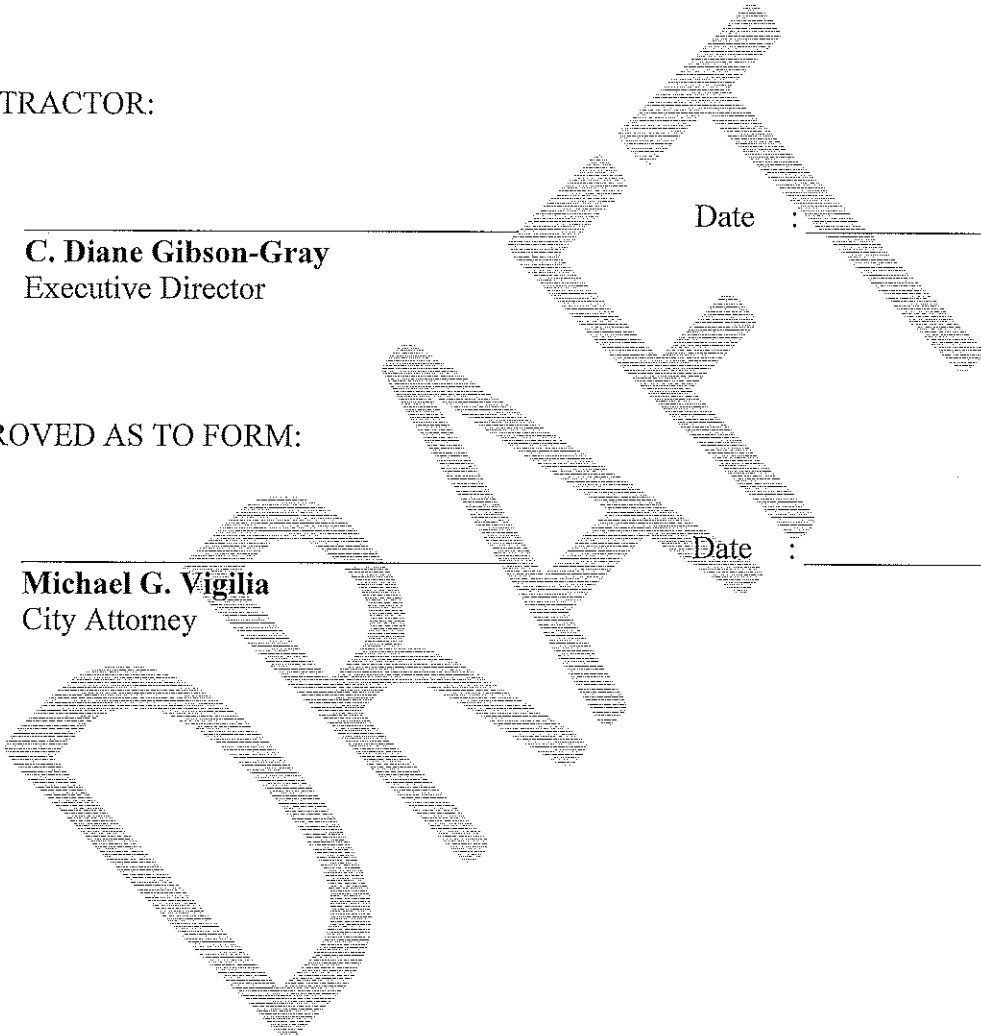
By: _____
C. Diane Gibson-Gray
Executive Director

Date : _____

APPROVED AS TO FORM:

By: _____
Michael G. Vigilia
City Attorney

Date : _____



“Exhibit A”

SCOPE OF WORK

CONTRACTOR (Arts & Cultural Foundation of Antioch) proposes to provide CITY with the following services during the term of the Services Agreement (July 1, 2017-June 30, 2019) in return for payment as described in that agreement:

2017-19 Scope of Services

- Host 6 Lynn House Gallery Exhibits, including Art4Schools
- Host 11th Annual Celebration of Art at the Antioch Historical Society Museum
- Black History Month Exhibit partnership with volunteers at Nick Rodriguez Community Center
- Continue Antioch’s Free Summer Concert Series, every Saturday in July & August (excluding 1st Saturday in July)
- Provide maintenance for Lynn House Gallery, building /event insurance and other minor facilities related costs
- Write Grants/Solicit Corporate sponsorships to support Art4Schools/Summer Concerts
- Continue fiscal sponsorship/staff support for Delta Blues Festival, Kaiser Get Fit, 4th of July
- Continue website/social media to increase traffic to website, along with ongoing news stories in traditional print media.

SCOPE OF WORK

CONTRACTOR (Arts & Cultural Foundation of Antioch) proposes to provide CITY with the following services during the term of the Services Agreement commencing *July 1, 2017* in return for payment as described in that agreement:

2016-17 Scope of Services

- Host 6 Lynn House Gallery Exhibits, including Art4Schools
- Host 11th Annual Celebration of Art at the Antioch Historical Society Museum
- Black History Month Exhibit partnership with volunteers at Nick Rodriguez Community Center
- Continue Antioch's Free Summer Concert Series, every Saturday in July & August (excluding 1st Saturday in July)
- Provide maintenance for Lynn House Gallery, building /event insurance and other minor facilities related costs
- Write Grants/Solicit Corporate sponsorships to support Art4Schools/Summer Concerts
- Continue fiscal sponsorship/staff support for Delta Blues Festival, Kaiser Get Fit, 4th of July
- Continue website/social media to increase traffic to website, along with ongoing news stories in traditional print media.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

SUBJECT: UPDATE ON THE STATUS OF DISC GOLF RECREATION

RECOMMENDED ACTION

It is recommended that the City Council receive the report on disc golf in Antioch and direct staff.

STRATEGIC PURPOSE

Long Term Goal J: Parks and Recreation. Provide outstanding facilities and programs for the community.

- **Strategy J-1:** Increase the use of the City's recreation facilities

FISCAL IMPACT

Disc golf is a recreation activity played by several residents who have requested that the City add a disc golf course to the Antioch park system. There is no funding available to meet this request.

DISCUSSION

Throughout the last year, the disc golf leadership group has worked together to develop a well-thought proposal to provide an interim disc golf "course" on the west side of Prewett Community Park. Staff assisted the group by answering questions, reviewing draft concepts, and providing direction where needed.

The Antioch Youth Sports Complex, a nonprofit organization, will serve as the administrator of the project and represent the disc golf community for all administrative functions including the execution of an agreement with the City. Fundraising has commenced and the disc golf leadership group will raise 100% of the funds needed to purchase all supplies and equipment required for the interim course.

A nine-hole interim course is proposed; see Attachment A for the conceptual plan. The disc golf leadership group will be in charge of course installation, preparation, and maintenance of the nine-hole course. Staff will collaborate and provide direction where needed, which will be outlined in the use agreement. It is understood that this would be a temporary use for the land on which the interim disc golf course would be placed and there is no guarantee that the course will be allowed beyond the term of a use agreement to be negotiated.

Players and supporters that enjoy disc golf recreation will have the opportunity to experience this fun, healthy activity in Antioch beginning early this summer. Staff looks forward to a shared partnership with the leadership group to host a kick-off activity for the entire community.

ATTACHMENTS

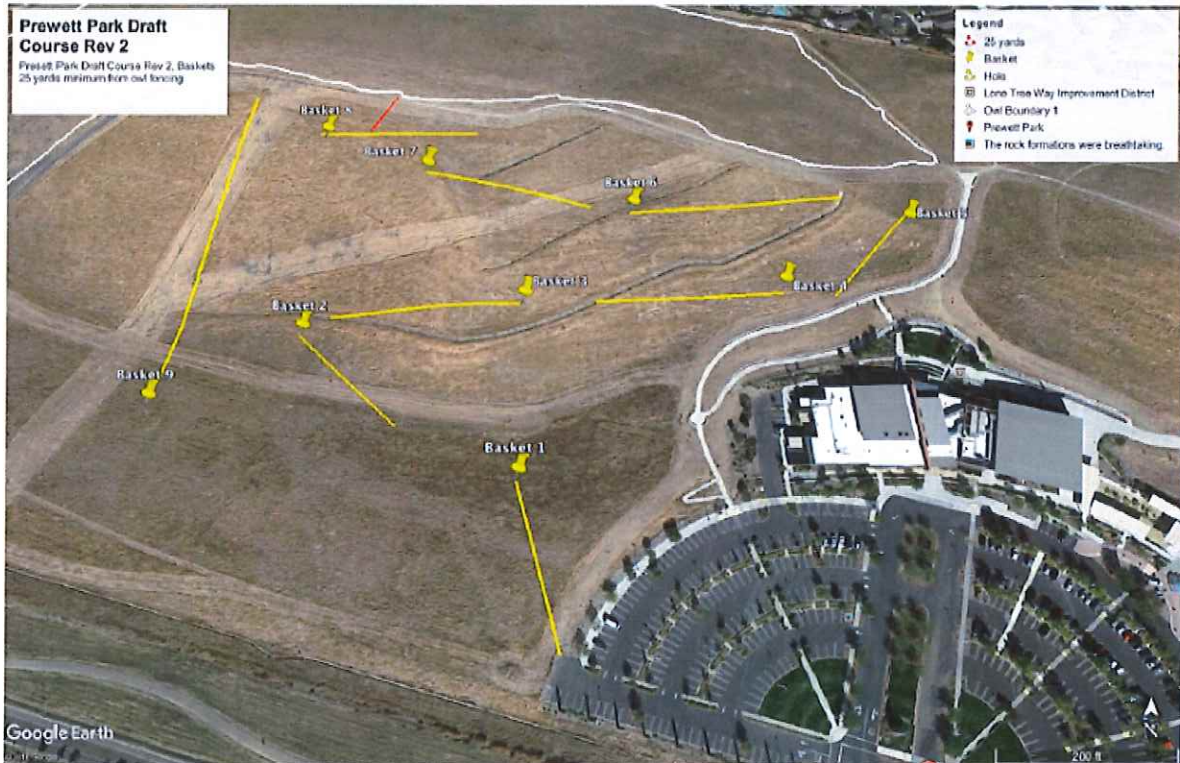
A. Proposed Course Layout

ATTACHMENT "A"

PROPOSED DISC GOLF 9 HOLE COURSE LAYOUT

Draft Course Layout –

Notes: Holes designed such that all throw are directed away from the owl habitat. Baskets are at least 25 yards away from the owl habitat fence.





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 14, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager, Capital Improvements Division *SB*

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

SUBJECT: Second 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 authorizing the City Manager to execute the Second Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase III of Initial Planning and Funding Assistance for the Brackish Water Desalination Project in the amount of \$797,555 for a total contract amount of \$1,099,071.

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 increase Carollo Engineers' contract by \$797,555 for a total contract amount of \$1,099,071. 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.

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 the State Water Resources Control Board Low Interest Loan program as a means to provide project funding for permitting and environmental activities, potential brine discharge locations and treatment techniques were investigated, and a preliminary environmental evaluation of the City's current water intake was performed.

On January 26, 2016, the City Council authorized the City Manager to file a loan application with the State Water Resources Control Board (SWRCB) for a Drinking Water State Revolving Fund Loan (DWSFL) up to \$1,000,000 for additional planning, engineering, and environmental certification of a brackish water treatment facility. On February 13, 2017, the City received the fully executed agreement from the SWRCB for a \$1,000,000 low interest loan with funding commencing on June 1, 2015.

The initial phase of work funded by this loan was awarded to Carollo Engineers on March 22, 2016. Within this scope of work, Carollo created conceptual designs and cost estimates of a brackish water desalination plant within the footprint of the existing water treatment plant. Various treatment processes were evaluated for a standalone facility, as well as one that utilizes portions of the existing plant for pretreatment activities. Brine management options were further evaluated. Finished water quality parameters of a brackish desalination plant were developed and verified to be attainable with the proposed treatment processes.

Staff is recommending amending Carollo Engineers' Consultant Service Agreement to include work required to complete the pre-design activities for the Brackish Water Desalination project. This phase of work will include developing the treatment technical parameters and a preliminary design of the proposed facility. Brine management techniques will be finalized and agreements with the appropriate parties will be negotiated. Carollo will evaluate alternative project delivery options to determine the most cost effective way to complete project design and construct the project. Regulatory agencies will be engaged and initial permitting activities will be performed. Environmental documentation required under the California Environmental Quality Act (CEQA) will be prepared. These tasks are necessary to complete the pre-design 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 \$797,555 for a total contract amount of \$1,099,071.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT
TO AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PHASE III OF INITIAL
PLANNING AND FUNDING ASSISTANCE OF THE BRACKISH WATER
DESALINATION PROJECT
P.W. 694**

WHEREAS, the City has an existing Consultant Service Agreement with Carollo Engineers, Inc. for Initial Planning and Funding Assistance for a Brackish Water Desalination Project in the amount of \$301,516;

WHEREAS, the City desires to authorize the City Manager to execute the Second Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase III of Initial Planning and Funding Assistance for this project in the amount of \$797,555 for a total contract amount of \$1,099,071;

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch authorizes the City Manager to execute the Second Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase III of Initial Planning and Funding Assistance for this project in the amount of \$797,555 for a total contract amount of \$1,099,071.

* * * * *

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 14th day of March 2017, by the following vote:

AYES:

ABSENT:

NOES:

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