



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 5:00 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

MARCH 28, 2017

**Antioch City Council
Regular Meeting**

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

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

Ron Bernal, City Manager
Michael G. Vigilia, City Attorney

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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Online Viewing: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

5:00 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *Council Members Wilson, Tiscareno, Ogorchock, and Mayor Wright (Mayor Pro Tem Thorpe - Absent)*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Glenn Berkheimer; Employee organization: Public Employees' Union Local 1.

No reportable action

2) **PUBLIC EMPLOYMENT: Recruitment of City Manager.** This Closed Session is authorized pursuant to Government Code section 54957.

Voted to appoint Ron Bernal as City Manager, 4/0/1-Thorpe Absent

3) **PUBLIC EMPLOYMENT** – This Closed Session is authorized pursuant to Government Code section 54957 – Interim City Manager.

Direction given to Staff

4) **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant Exposure to Litigation pursuant to California Government Code section 54956.9(d)(2): Two (2) potential cases regarding violation of the Brown Act.

(Mayor Pro Tem Thorpe arrived at 5:59 p.m.) /

Direction given to City Attorney

7:00 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- Antioch Police Chief Allan Cantando – Service Recognition

Approved, 5/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Deadline date: 04/14/17)

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 – *Sales Tax Citizens' Oversight Committee Annual Report to Council
Presented by Chairperson Hans Ho and Committee Member Susana Williams*

PRESENTATION

2. CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency

A. APPROVAL OF COUNCIL MINUTES FOR MARCH 14, 2017

Continued, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

C. RECRUITMENT FIRM FOR THE CITY MANAGER RECRUITMENT

Continued, 5/0

Recommended Action: It is recommended that the City Council authorize the Mayor to execute the consulting services agreement with Peckham & McKenney.

STAFF REPORT

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

D. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

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

STAFF REPORT

PUBLIC HEARING

3. PUBLIC NOTICE OF INTENT TO FORM A GROUNDWATER SUSTAINABILITY AGENCY AND RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EAST CONTRA COSTA COUNTY MEMBER AGENCIES THAT WILL FACILITATE THE DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE EAST CONTRA COSTA COUNTY PORTION OF THE TRACY SUBBASIN (P.W. 702)

Reso. No. 2017/29 adopted, 5/0

Recommended Action: It is recommended that the City Council conduct a public hearing regarding the City's intent to form a Groundwater Sustainability Agency (GSA) and authorize the Interim City Manager to execute a Memorandum of Understanding (MOU) and enter into an agreement with East Contra Costa County member agencies that will facilitate the development of a Groundwater Sustainability Plan (GSP) for the East Contra Costa County Portion of the Tracy Subbasin.

STAFF REPORT

COUNCIL REGULAR AGENDA

4. INTERIM CITY MANAGER

Reso. No. 2017/30 adopted with revisions appointing Ron Bernal as "Acting" City Manager Interim City Manager, 5/0

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

- 1) Appointing Ron Bernal as Interim City Manager; and
- 2) Approving the Interim City Manager Employment Agreement; and
- 3) Amending the Fiscal Year 2017 General Fund Operating Budget for the Cost of an Interim City Manager.

STAFF REPORT

5. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR DEPUTY PUBLIC WORKS DIRECTOR II AND ASSISTANT CITY ENGINEER II, ASSIGNING A SALARY RANGE, ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT (SENIOR) BARGAINING UNIT

Reso. No. 2017/31 adopted, 5/0

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

- 1) Approving the class specification of Deputy Public Works Director II and Assistant City Engineer II; and
- 2) Assigning the Deputy Public Works Director II and the Assistant City Engineer II classification to a salary range and to the Management (Senior) Bargaining Unit.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

6. RESOLUTION APPROVING ONE (1) DEPUTY PUBLIC WORKS DIRECTOR II POSITION AND ONE (1) ASSISTANT CITY ENGINEER II POSITION AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

Reso. No. 2017/32 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving one (1) Deputy Public Works Director II position and one (1) Assistant City Engineer II position, and authorize the appropriate budget adjustment

STAFF REPORT

7. REQUEST FOR FUNDING SPECIAL EVENTS IN FISCAL YEAR 2017-2018

Received with direction provided to Staff, 5/0

Recommended Action: It is recommended that the City Council receive and discuss the request for funding for special events that was submitted by the Celebrate Antioch Foundation for Fiscal Year 2017-2018 and provide direction to staff

STAFF REPORT

8. FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH ECONOMIC AND PLANNING SYSTEMS, INC. TO CONDUCT A TRANSPORTATION IMPACT FEE STUDY, (P.W. 644-A)

Reso. No. 2017/33 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2016/2017 Capital Improvements budget to increase Measure J funding for the Transportation Impact Fee Study by \$50,000 and authorize the Interim City Manager to execute the First Amendment to the Consultant Service Agreement with Economic and Planning Systems, Inc. (EPS) to conduct a Transportation Impact Fee Study in the amount of \$20,180 for a total contract amount of \$149,680.

STAFF REPORT

9. RIVER PUMP ROTARY PUMP CONTROL VALVE PURCHASE

Reso. No. 2017/34 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to approve replacing a 20 inch rotary pump control valve for the river pump's discharge line and authorize the Interim City Manager or his designee to authorize the purchase from the sole source distributor, JLR Environmental Consultants, LLC., in the amount not to exceed \$88,806

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 – 8:49 p.m.

**REPORT OF MEASURE C
SALES TAX CITIZENS' OVERSIGHT
COMMITTEE**

**FISCAL YEAR ENDED JUNE 30, 2016
SUBMITTED TO ANTIOCH CITY COUNCIL**



MARCH 28, 2017

SALES TAX CITIZENS' OVERSIGHT COMMITTEE REPORT

- ∞ **3RD Annual Report by the Committee**
- ∞ **We requested and received data from City Management relating to Measure C to conduct a review of receipts and disbursements of Measure C funds**
- ∞ **Our review provides a basis for periodic reports to be submitted to City Council indicating how funds from Measure C were used during the period covered by the report to address matters of public safety and code enforcement**

SALES TAX CITIZENS' OVERSIGHT COMMITTEE REPORT (cont'd)

- ∞ Reviewed available documents supporting such receipts and payments as required by the City Council's Resolution No. 2013/73 for the fiscal year ending June, 2016
- ∞ Results of our review provided a reasonable basis for our report

SALES TAX CITIZENS' OVERSIGHT COMMITTEE REPORT (cont'd)

∞ Based on our review, we can ascertain that all Measure C monies are being properly accounted for and meet the objectives of this Measure

RECEIPTS (Fiscal 2016)

Note: All amounts rounded to the nearest whole number

- ∞ Total Measure C funds received for Fiscal Year 2016 was **\$6,821,444**
- ∞ Additionally there is a carry over of unexpended Measure C monies from previous years of **\$3,928,247**
- ∞ Total available Measure C funds were **\$10,749,691**

DISBURSEMENTS

(Fiscal 2016)

Note: All amounts rounded to the nearest whole number

- ☞ \$6,532,060 was allocated to Public Safety
- ☞ \$6,108,340 was spent on Public Safety
- ☞ \$289,384 was allocated to Code Enforcement
- ☞ \$289,384 was spent on Code Enforcement
- ☞ Surplus of \$4,351,967 will be carried to Fiscal 2017 to be used for Public Safety

MEASURE C IMPACT

PUBLIC SAFETY

- ∞ As of the writing of this report, the City has hired 49 sworn Police Officers since inception of Measure C
- ∞ Net gain of 18 sworn Police Officers
- ∞ Currently the City has 100 Sworn Officers
- ∞ City has hired 4 additional Community Service Officers for a total of 7 CSO's

MEASURE C IMPACT

PUBLIC SAFETY (Cont'd)

- ∞ Additional Public Safety support staff including an Administrative Analyst and a Police Dispatch Supervisor have been hired
- ∞ The City now has an active Vehicle Abatement Program with 2 dedicated staff members
- ∞ Overall crime is down 5% in the City per crime statistics provided by the Chief of Police
- ∞ Officer response time improved from 10:06 minutes to 9:48 minutes per crime statistics provided by the Chief of Police

MEASURE C IMPACT

CODE ENFORCEMENT

The City has hired:

- ☞ 1 Code Enforcement Supervisor**
- ☞ 1 Code Enforcement Officer**
- ☞ 1 Support Person**
- ☞ 2 General Laborers for blight abatement**

MEASURE C IMPACT

CODE ENFORCEMENT (Cont'd)

- ☞ Purchased 2 trucks and 1 vehicle for the Code Enforcement team
- ☞ 778 Code Enforcement cases opened in 2016
- ☞ 750 cases closed in 2016
- ☞ 3,547 cubic yards of blight and rubbish abated in 2016
- ☞ 828 shopping carts abated in 2016

RECOMMENDATIONS

Although beyond the scope of this Committee, the majority of Committee members would make the following recommendations:

- ∞ The City Council utilize Measure C Funds and reconsider their decision and promote an Antioch Police Department member to Sergeant to give better span of control

RECOMMENDATIONS (cont'd)

- ∞ Current spending is out pacing Measure C funding. With Measure C sun setting in April 2021, consideration should be given now to how staffing, public safety and code enforcement will be maintained
- ∞ The City Council consider unfreezing the baseline budget of \$28,447,271 in order to sustain the current staffing allocation of Public Safety and Code Enforcement

REPORT OF SALES TAX CITIZENS' OVERSIGHT COMMITTEE

FOR FISCAL YEAR ENDED

JUNE 30, 2016

Submitted to:

ANTIOCH CITY COUNCIL

Antioch, California

March 28, 2017

PRESENTATION

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SALES TAX CITIZENS' OVERSIGHT COMMITTEE REPORT

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

This is the third report of the Measure C Sales Tax Citizens' Oversight Committee (hereinafter, "the Committee).

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

We requested and obtained from City management reports of all receipts and payments relating to Measure C and, subsequently, reviewed available documents supporting such receipts and payments as required by the City Council's Resolution No. 2013/73 for the fiscal year ended June 30, 2016. We believe that the results of our review provide a reasonable basis for our report.

Based on our review, we can ascertain that all Measure C monies are being properly accounted for to meet the objectives of this Measure.

/Members, Sales Tax Citizen's Oversight Committee/
Antioch, California
March 28, 2017

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

RECEIPTS

- The total Measure C funds received for Fiscal year 2016 was \$6,821,444
- Additionally, there is a carryover of unexpended Measure C monies from previous years in the amount of \$3,928,247
- The total available Measure C funds were \$10,749,691

DISBURSEMENTS

- A total of \$6,532,060 was allocated to Public Safety in fiscal 2016
- A total of \$6,108,340 was spent on Public Safety in fiscal 2016
- A total of \$289,384 was allocated to Code Enforcement in fiscal 2016
- A total of \$289,384 as spent on Code Enforcement in fiscal 2016
- A surplus of \$4,351,967 will be carried over to fiscal 2017 to be used for Public Safety

Measure C Impact

Public Safety

- As of the writing of this report, the City has hired 49 sworn Police Officers since the inception of Measure C
- Net gain of 18 sworn Police Officers
- Currently the City has 100 sworn Police Officers
- The City has hired 4 additional Community Service Officers for a total of 7
- Additional Public Safety support staff including an Administrative Analyst and a Police Dispatch Supervisor have been hired
- The City now has an active Vehicle Abatement Program with two dedicated staff members
- Overall crime is down 5% in the City per crime statistics provided by Antioch Police Chief
- There has been an improvement in Officer response time from 10:06 to 9:48 per crime statistics provided by Antioch Police Chief

Code Enforcement

- As of the writing of this report, the City has 1 full time Manager and 1 Code Enforcement Officer funded by Measure C. This brings the total to 3 Code Enforcement Officers
- Hired 1 Support Staff
- Hired 2 General Laborers for blight abatement
- Purchased 2 trucks and 1 vehicle for the Code Enforcement team
- 778 Code Enforcement cases opened in 2016 and 750 cases closed
- 3,547 yards of blight and rubbish abated in 2016
- 828 shopping carts abated in latter half of 2016

Recommendations

Although beyond the scope of this Committee, the majority of Committee members would make the following recommendations:

- The City Council utilizes Measure C Funds and reconsider their decision and promote an Antioch Police Dept. member to Sergeant to give better span of control.
- Current spending is out pacing Measure C funding. With Measure C funding sun setting in April 2021, consideration should be given now to how staffing public safety and code enforcement will be maintained.
- The City Council consider increasing the baseline budget of \$28,447,271 in order to sustain the current staffing allocation of Public Safety and Code Enforcement.

ATTACHMENT A - RECEIPTS

MEASURE C RECEIPTS
Budget to Actual w/Encumbrances

Fiscal Year: 2016

Ledger: GL

Object	Description	Budget	Jun 2016 Actuals	Actuals	Encumbrance	Balance
Org Key: 1003150 - Police Community Policing						
<i>REVENUE ACCOUNTS</i>						
41181	Sales Tax - Measure C	5,411,001.00	1,591,621.08	6,532,059.66 (1)	0.00	(1,121,058.66)
	Transfers In	0.00	0.00	0.00	0.00	0.00
	Transfers Out	0.00	0.00	0.00	0.00	0.00
	Revenue	5,411,001.00	1,591,621.08	6,532,059.66	0.00	(1,121,058.66)
	Expenses	0.00	0.00	0.00	0.00	0.00
	Net	5,411,001.00	1,591,621.08	6,532,059.66	0.00	(1,121,058.66)
<hr/>						
Org Key: 1005140 - CD Code Enforcement						
<i>REVENUE ACCOUNTS</i>						
41181	Sales Tax - Measure C	289,384.00	121,421.70	289,384.29 (1)	0.00	(0.29)
	Transfers In	0.00	0.00	0.00	0.00	0.00
	Transfers Out	0.00	0.00	0.00	0.00	0.00
	Revenue	289,384.00	121,421.70	289,384.29	0.00	(0.29)
	Expenses	0.00	0.00	0.00	0.00	0.00
	Net	289,384.00	121,421.70	289,384.29	0.00	(0.29)
<hr/>						

sum of (1) = \$6,821,443.95

This is a general ledger printout from the City's financial system. The "Actuals" column is the total FY16 Measure C revenue received.

Org Key 1003150 is a Police Department division within the General Fund and Org Key 1005140 is the Code Enforcement division within the General Fund.

Board of Equalization - State of California

Local Jurisdiction Statement of Tax Distribution

349 Date: 01/08/2016 For the periods shown below
 Payee: CITY OF ANTIOCH T & U TAX/FINANCE DIRECTOR
 Current Advance Nov 2015 419,300.00
 Prior Credits 0.00

 Total Payment (by EFT) 419,300.00

If you have questions regarding this statement, please contact BOE-
 Local Revenue and Allocation Unit at 916-324-3000.
 Back to Query Page



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99814629

DIRECT DEPOSIT ADVICE

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

814629
 CITY OF ANTIOCH T & U TAX
 FINANCE DIRECTOR
 PO BOX 5007
 ANTIOCH CA
 94531-5007

02 | 17 | 16

DOLLARS	CENTS
\$**559100.00	

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION
 NUMBER(S)

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



BETTY T. YEE

CALIFORNIA STATE CONTROLLER

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

349 DATE: 02/08/2016 FOR THE PERIODS SHOWN BELOW
 PAYEE: CITY OF ANTIOCH T & U TAX
 FINANCE DIRECTOR

CURRENT ADVANCE	Dec 2015	559,100.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		559,100.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99432351

DIRECT DEPOSIT ADVICE

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

03 | 25 | 16

432351
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**705273.	10

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349	DATE: 03/17/2016	FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX FINANCE DIRECTOR		
TOTAL DUE	4th Qtr 15	1,748,783.10
PRIOR CREDITS		0.00
PRIOR ADVANCES	4th Qtr 15	1,397,700.00-
COST OF ADMIN		16,810.00-

BALANCE	4th Qtr 15	334,273.10
CURRENT ADVANCE	Jan 2016	371,000.00
TOTAL PAYMENT		705,273.10



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99405945

DIRECT DEPOSIT ADVICE

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405945
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

04 | 20 | 16

DOLLARS	CENTS
\$**371000.00	

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349 DATE: 04/08/2016 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Feb 2016	371,000.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		371,000.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99964651

DIRECT DEPOSIT ADVICE

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05 | 18 | 16

964651
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**494700	.00

NOT NEGOTIABLE

349
PAYEE IDENTIFICATION
NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349 DATE: 05/05/2016 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Mar 2016	494,700.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		494,700.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99680129

DIRECT DEPOSIT ADVICE

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06 | 24 | 16

680129
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**692242.	78

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349 DATE: 06/13/2016 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

TOTAL DUE	1st Qtr 16	1,521,022.78
PRIOR CREDITS		0.00
PRIOR ADVANCES	1st Qtr 16	1,236,700.00-
COST OF ADMIN		29,580.00-

BALANCE	1st Qtr 16	254,742.78
CURRENT ADVANCE	Apr 2016	437,500.00
TOTAL PAYMENT		692,242.78



STATE OF CALIFORNIA

MEASURE C RECEIPTS

ATTACHMENT NUMBER 7

99150059

DIRECT DEPOSIT ADVICE

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07 | 20 | 16

150059
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**437500	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE

CALIFORNIA STATE CONTROLLER

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

349 DATE: 07/11/2016 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	May 2016	437,500.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		437,500.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER

99639084

DIRECT DEPOSIT ADVICE

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08 | 17 | 16

639084
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**583300	.00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE

CALIFORNIA STATE CONTROLLER

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

349 DATE: 08/08/2016 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Jun 2016	583,300.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		583,300.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99478450

DIRECT DEPOSIT ADVICE

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09 | 24 | 15

478450
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**910080	.98

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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



BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349	DATE: 09/16/2015	FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX FINANCE DIRECTOR		
TOTAL DUE	2nd Qtr 15	1,618,390.98
PRIOR CREDITS		0.00
PRIOR ADVANCES	2nd Qtr 15	1,084,600.00-
COST OF ADMIN		16,810.00-

BALANCE	2nd Qtr 15	516,980.98
CURRENT ADVANCE	Jul 2015	393,100.00
TOTAL PAYMENT		910,080.98



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99905123

DIRECT DEPOSIT ADVICE

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

905123
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

10 | 21 | 15

DOLLARS	CENTS
\$**393100.00	

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349 DATE: 10/13/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Aug 2015	393,100.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		393,100.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99416613

DIRECT DEPOSIT ADVICE

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

11 | 18 | 15

416613
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**524200.	00

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349 DATE: 11/09/2015 FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR

CURRENT ADVANCE	Sep 2015	524,200.00
PRIOR CREDITS		0.00
TOTAL PAYMENT		524,200.00



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER
99922530

DIRECT DEPOSIT ADVICE

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

12 | 24 | 15

922530
CITY OF ANTIOCH T & U TAX
FINANCE DIRECTOR
PO BOX 5007
ANTIOCH CA
94531-5007

DOLLARS	CENTS
\$**731647.	09

NOT NEGOTIABLE

349

PAYEE IDENTIFICATION NUMBER(S)

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BETTY T. YEE
CALIFORNIA STATE CONTROLLER

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

349	DATE: 12/16/2015	FOR THE PERIODS SHOWN BELOW
PAYEE: CITY OF ANTIOCH T & U TAX FINANCE DIRECTOR		
TOTAL DUE	3rd Qtr 15	1,639,557.09
PRIOR CREDITS		0.00
PRIOR ADVANCES	3rd Qtr 15	1,310,400.00-
COST OF ADMIN		16,810.00-

BALANCE	3rd Qtr 15	312,347.09
CURRENT ADVANCE	Oct 2015	419,300.00
TOTAL PAYMENT		731,647.09

FY16 MEASURE C EXPENDITURE SUMMARY

Police Department

Chart A
Summary of FY16 Police Department Total Actual Expenditures

Expenditures:	Revised Budget FY16	June 30, 2016 Expenditures	Budget Variance
Personnel	\$26,710,789	\$26,628,763	\$82,026
Services & Supplies	5,274,327	5,185,168	89,159
Transfers Out	658,479	600,096	58,383
Internal Services	3,107,193	2,767,235	339,958
Total Expenditures	\$35,750,788	\$35,181,262	\$569,526

Chart B
Summary of FY16 Police Measure C Funding

	<u>Police Budget FY16</u>
13/14 Baseline Budget	\$28,447,271
Measure C FY16 actual	6,532,060
Measure C carryover – FY15	<u>3,928,247</u>
Budget Allotment	38,907,578
Actual Expenditures (Chart A above)	35,181,262
EBRCS Purchase - Gen Fd Reserves	(625,651)*
Difference under budget	\$4,351,967

*Per Council direction, the EBRCS purchase was not to be applied to Measure C and is therefore was excluded from the calculation of Measure C expenditure funding and carryover.

Chart C
FY16 Calculated Police Measure C Expenditures

Measure C Fiscal Year 2016 Receipts	\$6,532,060
Plus: Fiscal Year 2015 Measure C carryover	3,928,247
Sub-total Available Measure C Monies	\$10,460,307
Less: Difference under Budget (Chart B)	(4,351,967)
CALCULATED TOTAL OF FY 16 MEASURE C FUNDING SPENT FOR POLICE SERVICES	\$6,108,340

FY16 MEASURE C EXPENDITURE SUMMARY**Code Enforcement****Summary of FY16 Code Enforcement Measure C Expenditures**

	June 30, 2016 Expenditures
Expenditures:	
Staff Time	\$146,627
Contract Code Enforcement Manager	46,320
Code Enforcement Vehicles	67,934
Equipment/Supplies	28,503
Total Measure C Expenditures	\$289,384



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: City Council Meeting Minutes of March 14, 2017

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of March 14, 2017 to the next meeting.

STRATEGIC PURPOSE

N/A

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF ANTIOCH
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100 General Fund

Non Departmental

367445 GRID ALTERNATIVES	CBSC FEE REFUND	4.98
367484 RINCON CONSULTANTS INC	CONSULTING SERVICES	10,509.79
367505 COLONY AMERICAN HOMES	BUS LIC TAX FEE REFUND	2.00
367508 NIFTY AS IS	SB1186 FEE REFUND	1.00
367518 AMERICAN PLUMBING INC	PLUMBING SERVICES	161.53
367565 GS ASSOC JOINT VENTURE 326118	DEPOSIT REFUND	30,246.29
367583 MICHAEL BAKER INTERNATIONAL INC	PROFESSIONAL SERVICES	12,931.83
367584 MICHAELSON, MANJULAD	SMIP FEE REFUND	2.91
367590 NEXTREQUEST CO	PUBLIC RECORDS TRACKING	6,041.67
367603 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	9,850.19
367605 RINCON CONSULTANTS INC	CONSULTING SERVICES	4,271.93
367612 SDG ARCHITECTURE AND ENGINEERING	PROFESSIONAL SERVICES	2,673.52

City Attorney

367540 CONTINUING EDUCATION OF THE BAR	AUTOMATIC UPDATES	233.03
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City Manager

367409 BERNAL, ROWLAND	LODGING REIMBURSEMENT	601.92
367525 BERNAL, ROWLAND	EXPENSE REIMBURSEMENT	62.42
928739 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,725.00

City Clerk

367521 BANK OF AMERICA	TRAINING	1,320.00
367590 NEXTREQUEST CO	PUBLIC RECORDS TRACKING	8,458.33
367629 UNLIMITED GRAPHIC AND SIGN NETWORK	NAME PLATE	21.80

City Treasurer

367474 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,619.28
367563 GARDA CL WEST INC	ARMORED CAR PICK UP	246.66

Human Resources

367521 BANK OF AMERICA	DEGREE VERIFICATION	12.50
367564 GOVERNMENTJOBS.COM INC	PROFESSIONAL SERVICES	1,250.00
367568 IEDA INC	PROFESSIONAL SERVICES	3,878.77
367587 MUNICIPAL POOLING AUTHORITY	DOT PROGRAM PROGRAM	758.67
367634 WORXTIME LLC	PROFESSIONAL SERVICES	891.00

Economic Development

367410 BEST BEST AND KRIEGER LLP	LEGAL SERVICES	4,110.60
367413 BRENTWOOD PRESS AND PUBLISHING INC	ADVERTISING	1,329.50
367588 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	2,413.68
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	325.64
367629 UNLIMITED GRAPHIC AND SIGN NETWORK	NAME PLATE	43.60

Finance Administration

367522 BANK OF AMERICA	MEETING EXPENSE	320.53
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Finance Accounting

367427 CSMFO	MEMBER DUES	110.00
367494 SUNGARD PUBLIC SECTOR USERS GROUP	MEMBERSHIP DUES	195.00
367522 BANK OF AMERICA	CAFR SUBMISSION	580.00

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Finance Operations

367522 BANK OF AMERICA	AIRFARE-CARERA	398.88
367628 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.90

Non Departmental

367477 PERS	PAYROLL DEDUCTIONS	0.05
367503 BALESTERI, ANNETTE	BUS LIC TAX FEE REFUND	225.00
367504 CHAND, GURDAYAL	BUS LIC TAX FEE REFUND	150.00
367505 COLONY AMERICAN HOMES	BUS LIC TAX FEE REFUND	500.00
367508 NIFTY AS IS	BUS LIC TAX FEE REFUND	153.15
367589 MUNISERVICES LLC	BL DISCOVERY SERVICES	719.55

Public Works Maintenance Administration

367525 BERNAL, ROWLAND	EXPENSE REIMBURSEMENT	45.00
928727 KARSTE CONSULTING INC	CONSULTING SERVICES	240.00

Public Works Street Maintenance

367459 LOWES COMPANIES INC	SUPPLIES	82.50
367493 STEWARTS TREE SERVICE INC	TREE SERVICES	1,200.00
367502 WORK WORLD	UNIFORM PANTS	156.48
928725 GRAINGER INC	SUPPLIES	392.81

Public Works-Signal/Street Lights

367425 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	25,621.21
367517 AMERICAN GREENPOWER USA INC	LIGHTING MATERIALS	6,232.61
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,899.48
928737 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,767.14

Public Works-Striping/Signing

367434 EAST BAY WELDING SUPPLY	OXYGEN	37.20
367459 LOWES COMPANIES INC	SUPPLIES	405.09
367461 MANERI SIGN COMPANY	PARKING SIGNS	1,833.00
367509 T AND T PAVEMENT MARKINGS & PRODUCTS	SIGN CAPS	1,721.74
367635 ZEPEDA, JUAN C	SAFETY BOOTS REIMBURSEMENT	177.11

Public Works-Facilities Maintenance

367459 LOWES COMPANIES INC	SUPPLIES	172.31
367520 BANK OF AMERICA	SUPPLIES	232.62
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	20,383.04
928725 GRAINGER INC	SUPPLIES	174.20
928741 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85

Public Works-Parks Maint

367459 LOWES COMPANIES INC	SUPPLIES	71.37
367473 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	57,341.25
367518 AMERICAN PLUMBING INC	PLUMBING SERVICES	781.07
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,769.13

Public Works-Median/General Land

367488 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,881.00
367493 STEWARTS TREE SERVICE INC	TREE SERVICES	1,250.00
367511 ACE HARDWARE, ANTIOCH	SUPPLIES	12.57
367520 BANK OF AMERICA	SUPPLIES	60.27
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,438.15

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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367622 STEWARTS TREE SERVICE INC	TREE SERVICES	1,900.00
Public Works-Work Alternative		
367559 FURBER SAW INC	CHAINSAW SUPPLIES	123.04
Police Administration		
367402 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	277.50
367404 BANK OF AMERICA	DRY CLEANING	612.47
367405 BANK OF AMERICA	FINANCE FEE	227.32
367415 CALIFORNIA ASSOC OF TACTICAL TRAINERS	TUITION-SOARES	689.00
367422 CONCORD UNIFORMS LLC	FINANCE CHARGE	25.79
367423 CONTRA COSTA COUNTY	TRAINING	195.00
367429 DEE, WILLIAM F	LODGING REIMBURSEMENT	107.63
367435 ED JONES CO INC	BADGE	126.93
367436 EIDEN, KITTY J	MINUTES CLERK	126.00
367453 JOHNSON, VIRGINIA L	EXPENSE REIMBURSEMENT	34.24
367480 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
367487 SAFE RESTRAINTS INC	SAFETY RESTRAINTS	4,858.65
367489 SOARES, ANITA MARIE	MEAL ALLOWANCE	57.50
367513 ALAMEDA COUNTY SHERIFFS OFFICE	EVOC TRAINING	242.00
367515 ALLENDORPH, MATTHEW JEFFREY	EXPENSE REIMBURSEMENT	446.36
367529 BROOKS, TAMMANY N	TRAINING PER DIEM	370.00
367530 CALIFORNIA POLICE CHIEFS ASSOC	TUITION-BROOKS	650.00
367532 CARMEL MISSION INN	LODGING-MENDES, T 6/4-6/8	580.32
367533 CARMEL MISSION INN	LODGING-MENDES, T 5/7-5/12	725.40
367534 CARMEL MISSION INN	LODGING-MENDES, T 4/9-4/13	580.32
367538 CLEMENTI, MARK A	EVALUATION SERVICES	685.00
367552 ED JONES CO INC	BADGES	2,537.20
367561 GALLS INC	SUPPLIES	3,265.85
367562 GAMEPOD COMBAT ZONE	FACILITY FEE	500.00
367576 KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	3,600.00
367581 MENDES, TARRA L	TRAINING PER DIEM	962.00
367592 OFFICE DEPOT INC	PRINTING SERVICES	238.04
367593 OFFICE DEPOT INC	OFFICE SUPPLIES	176.14
367601 PORTOLA HOTEL AND SPA	LODGING-BROOKS	1,067.74
367614 SHRED IT INC	SHRED SERVICES	1,200.66
367617 SIMPSON INVESTIGATIVE SERVICES GROUP	PROFESSIONAL SERVICES	1,561.21
367618 SOURCING GROUP, THE	FORMS	343.16
367620 STATE OF CALIFORNIA	FINGERPRINTING	322.00
367625 TMC SHOOTING RANGE SPECIALIST INC	RANGE CLEANING	2,500.00
367629 UNLIMITED GRAPHIC AND SIGN NETWORK	NAME PLATE	43.60
928725 GRAINGER INC	SUPPLIES	586.03
928726 IMAGE SALES INC	ID CARDS	412.61
928728 MOBILE MINI LLC	STORAGE CONTAINERS	108.10
928729 PROFORCE MARKETING INC	SUPPLIES	1,201.40
928731 COMPUTERLAND	COMPUTER EQUIPMENT	756.21
928733 CRYSTAL CLEAR LOGOS INC	UNIFORMS	193.24
928738 IMAGE SALES INC	ID CARDS	67.55

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 Finance Accounting

3/23/2017

CITY OF ANTIOCH
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Police Community Policing

367406 BARAKOS, DIMITRI A	EXPENSE REIMBURSEMENT	103.45
367408 BEDGOOD, JAMES R	EXPENSE REIMBURSEMENT	42.80
367421 COMMERCIAL SUPPORT SERVICES	CAR WASHES	327.00
367430 DELTA ANIMAL CLINIC	VETERINARY SERVICES	52.00
367433 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,005.44
367449 HUNT AND SONS INC	FUEL	66.52
367450 HYNES, MARTIN P	EXPENSE REIMBURSEMENT	42.80
367452 JOANNIDES, DANIELLE	EXPENSE REIMBURSEMENT	133.75
367465 MCKENZIE, GARRETT E	EXPENSE REIMBURSEMENT	29.43
367468 MOORE K9 SERVICES	K9 SERVICES	800.00
367490 SOLARI, ROBERT L	EXPENSE REIMBURSEMENT	26.75
367512 ADAMS, JONATHAN B	EXPENSE REIMBURSEMENT	30.50
367537 CHANG, THEODORE	EXPENSE REIMBURSEMENT	31.74
367549 DELTA ANIMAL CLINIC	VETERINARY SERVICES	32.00
367572 JOANNIDES, DANIELLE	EXPENSE REIMBURSEMENT	149.90
367575 KINT, KRISTOPHER	EXPENSE REIMBURSEMENT	42.80
367591 OCCUPATIONAL HEALTH CENTERS	PROFESSIONAL SERVICES	167.00

Police Investigations

367404 BANK OF AMERICA	BUSINESS EXPENSE	74.03
367405 BANK OF AMERICA	BUSINESS EXPENSE	9,775.00
367419 CHALK, STEPHANIE A	EXPENSE REIMBURSEMENT	32.74
367424 CONTRA COSTA COUNTY	LAB TESTING	4,173.75
367499 VANDERPOOL, JASON C	EXPENSE REIMBURSEMENT	31.40
367536 CELLEBRITE USA INC	CELL PHONE ANALYSIS	3,080.00
367561 GALLS INC	SUPPLIES	136.41
367578 LEXISNEXIS	DATA MANAGEMENT	255.00
367619 SPRINT	PHONE TRACE	60.00
367623 T MOBILE USA INC	GPS LOCATOR	102.00
928733 CRYSTAL CLEAR LOGOS INC	UNIFORMS	500.90

Police Communications

367398 AMERICAN TOWER CORPORATION	CELL TOWER RENTAL	232.22
367403 AT AND T MCI	DISPATCH PHONE LINES	50.97
367411 BMS	CABLE KIT	170.17
367541 CONTRA COSTA COUNTY	ANNUAL FEE	4,107.54
367630 VERIZON WIRELESS	MODEMS	2,052.54

Police Community Volunteers

367574 KILBOURNE AND KILBOURNE	SUPPLIES	792.25
928718 A AND B CREATIVE TROPHIES	EVENT AWARDS	680.16

Police Facilities Maintenance

367437 EM HUNDLEY HARDWARE	SUPPLIES	773.25
367459 LOWES COMPANIES INC	SUPPLIES	253.91
367479 QUALITY SOUND	EQUIPMENT REPAIR	2,768.32
367482 RESTORATION MANAGEMENT COMPANY	FIRE CLEANUP	300.00
367554 ESTES COMMERCIAL REFRIGERATION INC	FREEZER REPAIR	2,908.75
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	28,725.77

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 Finance Accounting

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367604 RESTORATION MANAGEMENT COMPANY	FIRE CLEANUP BALANCE DUE	380.00
928723 COMPUTERLAND	COMPUTER EQUIPMENT	324.50
928737 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	125.15
928741 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20
Community Development Land Planning Services		
367436 EIDEN, KITTY J	MINUTES CLERK	56.00
367553 EIDEN, KITTY J	MINUTES CLERK	84.00
367582 METROPOLITAN PLANNING GROUP	PROFESSIONAL SERVICES	5,201.25
367596 OSHINSKY, MITCHELL H	EXPENSE REIMBURSEMENT	74.87
367629 UNLIMITED GRAPHIC AND SIGN NETWORK	NAME PLATE	21.80
CD Code Enforcement		
367506 CONTRA COSTA COUNTY	RECORDING FEES	267.00
367523 BANK OF AMERICA	SAFETY BOOTS-SIDIE	356.12
367543 CONTRA COSTA COUNTY	RECORDING FEES	159.00
367550 DELTA FENCE CO	FENCE RENTAL	410.13
367560 GALLEGOS, JEFFREY R	EXPENSE REIMBURSEMENT	254.90
367573 K2GC	ABATEMENT SERVICES	391.80
367579 LOPEZ, TAYLOR M	EXPENSE REIMBURSEMENT	54.58
367591 OCCUPATIONAL HEALTH CENTERS	PROFESSIONAL SERVICES	107.50
367615 SIDIE, JUSTINE NICOLE	EXPENSE REIMBURSEMENT	154.26
367626 TRB AND ASSOCIATES	CONSULTING SERVICES	13,440.00
928733 CRYSTAL CLEAR LOGOS INC	SUPPLIES	198.38
PW Engineer Land Development		
367629 UNLIMITED GRAPHIC AND SIGN NETWORK	NAME PLATE	21.80
Community Development Building Inspection		
367445 GRID ALTERNATIVES	TECHNOLOGY FEE REFUND	217.48
367570 INTERNATIONAL CODE COUNCIL	MEMBER DUES	240.00
367584 MICHAELSON, MANJULAD	INSPECTION FEE REFUND	275.99
212 CDBG Fund		
CD Code Enforcement		
367626 TRB AND ASSOCIATES	CONSULTING SERVICES	6,720.00
213 Gas Tax Fund		
Streets		
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	59,011.09
367600 PARSONS BROS ROCKERIES CA INC	RETAINING WALL REPLACEMENT	45,220.00
214 Animal Control Fund		
Animal Control		
367507 CRE8 CONCEPTS	SHIRTS	84.00
367524 BAYER HEALTH CARE	SUPPLIES	188.90
367551 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	347.90
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,511.88
928741 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80
219 Recreation Fund		
Non Departmental		
367417 CALIFORNIA TRANSLATION INTERNATIONAL	TRANSLATION SERVICES	1,200.00
367426 COOPER, ALVINA YVETTE	DEPOSIT REFUND	500.00

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 Finance Accounting

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367441 FERNANDEZ, AGGIE	DEPOSIT REFUND	500.00
367442 GARCIA, ALIRIO	DEPOSIT REFUND	1,000.00
367567 HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	372.78
Recreation Admin		
367455 KELLY MOORE PAINT CO	SUPPLIES	454.12
367598 PACIFIC GAS AND ELECTRIC CO	GAS	2,975.58
367608 ROGERS ROOFING	ROOF REPAIR	375.00
928732 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	138.11
928737 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,541.17
Senior Programs		
367413 BRENTWOOD PRESS AND PUBLISHING INC	ADVERTISING	699.00
367462 MARTIN, JULIE DEANNE	EXPENSE REIMBURSEMENT	32.40
367476 PRECISION LEAK DETECTION INC	REPAIR SERVICE	4,989.00
367566 HIDALGO, ANIBAL AVISSAI	EXPENSE REIMBURSEMENT	32.40
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,983.72
928741 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	388.00
Recreation Sports Programs		
367444 GOLDEN STATE WARRIORS	UNIFORM SHIRTS	2,840.00
367492 STAR SPORTS	SUPPLIES	2,026.18
367498 UNITED STATES POSTAL SERVICE	POSTAGE	1,885.61
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,770.56
Recreation-New Comm Cntr		
367446 GRISWOLD, JESSICA	CLASS REFUND	178.00
367454 JUMP BUNCH	CONTRACTOR PAYMENT	388.80
367459 LOWES COMPANIES INC	SUPPLIES	47.02
367473 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,746.75
367483 RIDLEY, DEXTER	CONTRACTOR PAYMENT	168.00
367485 RIVEIRA, BARBARA	CLASS REFUND	128.00
367495 THOMPSON, RANDALL	CONTRACTOR PAYMENT	72.00
367498 UNITED STATES POSTAL SERVICE	POSTAGE	3,247.58
367545 CPR FAST	CONTRACTOR PAYMENT	326.40
221 Asset Forfeiture Fund		
Non Departmental		
367457 LC ACTION POLICE SUPPLY	TOOLS	1,948.50
367577 LC ACTION POLICE SUPPLY	EQUIPMENT	1,036.83
222 Measure C/J Fund		
Streets		
367558 FEHR AND PEERS ASSOCIATES INC	PROFESSIONAL SERVICES	410.00
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
367431 DELTA DIABLO	HHW PROGRAM	1,608.49
Solid Waste		
367431 DELTA DIABLO	HHW PROGRAM	9,787.37
367523 BANK OF AMERICA	MEMBER DUES	52.00
367584 MICHAELSON, MANJULAD	WASTE MGMT FEE REFUND	35.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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229 Pollution Elimination Fund

Channel Maintenance Operation

367493 STEWARTS TREE SERVICE INC	TREE SERVICES	900.00
367520 BANK OF AMERICA	SUPPLIES	110.00
367580 MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	259.20
367606 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	214.50
928725 GRAINGER INC	SUPPLIES	130.93

238 PEG Franchise Fee Fund

Non Departmental

367520 BANK OF AMERICA	SUPPLIES	657.93
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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,491.22
367622 STEWARTS TREE SERVICE INC	TREE SERVICES	2,000.00
367624 TERRACARE ASSOCIATES	TURF MOWING	273.20

Lonetree Maintenance Zone 2

367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,437.26
367616 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,052.00

Lonetree Maintenance Zone 4

367624 TERRACARE ASSOCIATES	TURF MOWING	437.12
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252 Downtown SLLMD Fund

Downtown Maintenance

367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	515.36
367624 TERRACARE ASSOCIATES	TURF MOWING	273.20
367633 WOODIWISS PAINTING	PAINTING SERVICES	4,995.00

253 Almondridge SLLMD Fund

Almondridge Maintenance

367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	410.93
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

367493 STEWARTS TREE SERVICE INC	TREE SERVICES	400.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,208.13
367616 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
367624 TERRACARE ASSOCIATES	TURF MOWING	710.32

Hillcrest Maintenance Zone 2

367493 STEWARTS TREE SERVICE INC	TREE SERVICES	1,200.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,430.81
367624 TERRACARE ASSOCIATES	TURF MOWING	972.60

Hillcrest Maintenance Zone 4

367493 STEWARTS TREE SERVICE INC	TREE SERVICES	350.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,273.05
367624 TERRACARE ASSOCIATES	TURF MOWING	546.40

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

367488 SILVA LANDSCAPE	LANDSCAPE SERVICES	684.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	237.47

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367624 TERRACARE ASSOCIATES	TURF MOWING	710.32
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3		
367493 STEWARTS TREE SERVICE INC	TREE SERVICES	150.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	150.04
367624 TERRACARE ASSOCIATES	TURF MOWING	10.92
Citywide 2A Maintenance Zone 4		
367493 STEWARTS TREE SERVICE INC	TREE SERVICES	500.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	610.78
Citywide 2A Maintenance Zone 5		
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	911.94
Citywide 2A Maintenance Zone 6		
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	441.06
367624 TERRACARE ASSOCIATES	TURF MOWING	655.68
Citywide 2A Maintenance Zone 8		
367624 TERRACARE ASSOCIATES	TURF MOWING	54.64
Citywide 2A Maintenance Zone 9		
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	934.83
367622 STEWARTS TREE SERVICE INC	TREE SERVICES	1,200.00
367624 TERRACARE ASSOCIATES	TURF MOWING	163.92
Citywide 2A Maintenance Zone 10		
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	298.84
257 SLLMD Administration Fund		
SLLMD Administration		
367624 TERRACARE ASSOCIATES	TURF MOWING	655.68
311 Capital Improvement Fund		
Parks & Open Space		
367606 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	2,969.50
Northeast Annexation		
367528 BKF ENGINEERS INC	CONSULTING SERVICES	12,217.79
319 Residential Dev Alloc Fund		
Non Departmental		
367476 PRECISION LEAK DETECTION INC	REPAIR SERVICE	4,350.00
367500 WALLACE ROBERTS AND TODD LLC	DESIGN SERVICES	986.00
367602 QUICK PC SUPPORT	CAMERA INSTALLATION	11,384.90
570 Equipment Maintenance Fund		
Non Departmental		
367449 HUNT AND SONS INC	FUEL	15,255.57
Equipment Maintenance		
367396 ACE HARDWARE, ANTIOCH	HOSE FITTINGS	13.51
367397 AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	165.01
367399 ANTIOCH AUTO PARTS	CONTROL UNIT	705.15
367420 CHUCKS BRAKE AND WHEEL SERVICE INC	VALVES	190.85
367432 EAST BAY TIRE CO	TIRE SERVICE	1,451.82
367440 FASTENAL CO	SUPPLIES	64.03
367443 GOLDEN GATE TRUCK CENTER	SUPPLIES	300.01

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367459 LOWES COMPANIES INC	BOLTS	50.07
367466 MICHAEL STEAD WALNUT CREEK	SUPPLIES	31.33
367469 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	1,167.75
367472 ONE 800 RADIATOR	RADIATOR	141.38
367475 PHILS DIESEL CLINIC INC	FILTER CLEANING	600.00
367491 SPRAYTEC	FREIGHT	34.58
367496 TRED SHED, THE	TIRES	4,227.44
367501 WALNUT CREEK FORD	LIGHT	204.37
367519 ANTIOCH GLASS	WINDSHIELD REPAIR	55.00
367520 BANK OF AMERICA	SUPPLIES	597.46
367557 FAST UNDERCAR	BRAKE PADS	120.55
367559 FURBER SAW INC	COIL	113.65
367594 ONE 800 RADIATOR	RADIATOR	178.35
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	942.26
367609 ROYAL BRASS INC	FITTINGS	17.21
367613 SHIELDS HARPER AND CO	SUPPLIES	1,100.75
367631 WALNUT CREEK FORD	COVER	786.78
928719 A1 TRANSMISSION	TRANSMISSION REPAIR	2,116.38
928722 BIG SKY ENTERPRISES INC	DISPOSAL SERVICES	300.00
928725 GRAINGER INC	CABLE	249.94
928740 KIMBALL MIDWEST	NUTS & BOLTS	819.64
573 Information Services Fund		
Network Support & PCs		
367539 COMCAST	INTERNET SERVICE	140.92
928734 DIGITAL SERVICES	WEBSITE MAINTENANCE	6,660.00
GIS Support Services		
367520 BANK OF AMERICA	SUPPLIES	3,137.84
Office Equipment Replacement		
928721 ALTURA COMMUNICATION SOLUTIONS LLC	UPGRADE PHONE SYSTEM	476.52
578 Post Retirement Medical-Misc Fund		
Non Departmental		
928730 RETIREE	MEDICAL AFTER RETIREMENT	226.69
580 Loss Control Fund		
Human Resources		
367546 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	1,111.44
611 Water Fund		
Non Departmental		
367437 EM HUNDLEY HARDWARE	SUPPLIES	1,625.52
367440 FASTENAL CO	SUPPLIES	304.59
367486 ROBERTS AND BRUNE CO	SUPPLIES	3,528.39
367514 ALL PRO PRINTING SOLUTIONS	ENVELOPES	3,990.56
367527 BISHOP CO	SUPPLIES	1,423.79
367607 ROBERTS AND BRUNE CO	SUPPLIES	23,035.95
928736 GOLDEN WEST BETTERWAY UNIFORMS	SUPPLIES	9,819.79
Water Supervision		
367477 PERS	PAYROLL DEDUCTIONS	36.44

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Water Production

367412 BORGES AND MAHONEY	SUPPLIES	544.90
367439 FAST RESPONSE ON SITE TESTING	RESPIRATOR FIT TESTING	1,250.00
367459 LOWES COMPANIES INC	SUPPLIES	3.84
367463 MCCAMPBELL ANALYTICAL INC	MONITORING	70.20
367467 MITCHELL LEWIS & STAVER CO	CENTRIFUGE PUMP	1,464.07
367486 ROBERTS AND BRUNE CO	PIPE & FITTINGS	2,652.13
367547 CRWA	TRAINING-JOHNSON	1,700.00
367555 EXPONENT INC	PROFESSIONAL SERVICES	16,329.50
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	160,255.46
367632 WALTER BISHOP CONSULTING	CONSULTING SERVICES	6,701.03
928720 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,127.91
928725 GRAINGER INC	CHAIN	425.22
928735 FRED'S WELDING	WELDING SERVICES	300.00
928737 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,731.63
928741 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00

Water Distribution

367396 ACE HARDWARE, ANTIOCH	SUPPLIES	13.68
367397 AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	165.00
367431 DELTA DIABLO	RECYCLED WATER	7,081.03
367438 EXPRESS SERVICES	TEMP SERVICES	631.33
367451 INFOSEND INC	POSTAGE	1,717.22
367456 KEN KELLER SALES	EQUIPMENT REPAIR	273.07
367471 NCBPA	TRAINING-REYES/LUCERO/CORDAWAY	3,285.00
367486 ROBERTS AND BRUNE CO	PIPE & FITTINGS	7,654.30
367497 TYLER TECHNOLOGIES	MONTHLY INSITE	340.00
367520 BANK OF AMERICA	TRAINING	3,954.10
367526 BIG B LUMBER	SUPPLIES	276.99
367556 EXPRESS SERVICES	TEMP SERVICES	407.86
367593 OFFICE DEPOT INC	OFFICE SUPPLIES	507.68
367607 ROBERTS AND BRUNE CO	PIPE & FITTINGS	9,920.75
367610 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	523.10
367627 TYLER TECHNOLOGIES	INSITE FEE	340.00
928725 GRAINGER INC	SMALL TOOLS	380.52
928727 KARSTE CONSULTING INC	CONSULTING SERVICES	480.00
928739 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,725.00

Water Meter Reading

367459 LOWES COMPANIES INC	SUPPLIES	211.61
367460 LUCERO, ARTHUR S	EXPENSE REIMBURSEMENT	144.94
367470 NATIONAL METER & AUTOMATION INC	TOOLS	135.08
367516 AMERICAN CASTING AND MFG CORP	METER LOCKS	1,909.90
367520 BANK OF AMERICA	SUPPLIES	355.50
367611 SABRE BACKFLOW INC	TEST KIT CALIBRATION	525.73

Public Buildings & Facilities

367414 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	3,288.60
367418 CDM SMITH INC	CONSULTING SERVICES	6,965.50

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367535 CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	29,832.58
Warehouse & Central Stores		
367628 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.90
621 Sewer Fund		
Sewer-Wastewater Supervision		
367477 PERS	PAYROLL DEDUCTIONS	36.43
367520 BANK OF AMERICA	SUPPLIES	143.55
367610 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	523.11
Sewer-Wastewater Collection		
367400 ANTIOCH BUILDING MATERIALS	DRAIN ROCK	357.18
367407 BARTHOLOMEW, TYLER DANIEL	RENEWAL FEE REIMBRUSEMENT	160.00
367431 DELTA DIABLO	HHW PROGRAM	19,604.14
367438 EXPRESS SERVICES	TEMP SERVICES	631.33
367451 INFOSEND INC	POSTAGE	1,717.21
367459 LOWES COMPANIES INC	SUPPLIES	161.41
367469 MUNICIPAL MAINT EQUIPMENT INC	NOZZLES	12,849.58
367477 PERS	PAYROLL DEDUCTIONS	22.00
367497 TYLER TECHNOLOGIES	MONTHLY INSITE	340.00
367548 CWEA SFBS	RENEWAL-LAWSON	88.00
367556 EXPRESS SERVICES	TEMP SERVICES	407.86
367571 JACK DOHENY SUPPLIES INC	SUPPLIES	308.37
367586 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	346.29
367591 OCCUPATIONAL HEALTH CENTERS	PROFESSIONAL SERVICES	475.65
367593 OFFICE DEPOT INC	OFFICE SUPPLIES	120.33
367627 TYLER TECHNOLOGIES	INSITE FEE	340.00
928725 GRAINGER INC	SUPPLIES	327.28
928727 KARSTE CONSULTING INC	CONSULTING SERVICES	480.00
Wastewater Collection		
367510 A S PIPELINES INC	SEWER MAIN PROJECT	117,073.25
631 Marina Fund		
Marina Administration		
367416 CALIFORNIA DELTA CHAMBERS	MEMBER DUES	165.00
367428 CUSTOM COMPUTERS INC	WIFI TESTING	196.00
367481 RECREATION PUBLICATIONS	ADVERTISING	370.00
367598 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,025.22
Marina Maintenance		
367440 FASTENAL CO	SUPPLIES	150.08
367459 LOWES COMPANIES INC	SUPPLIES	44.50
928741 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00
641 Prewett Water Park Fund		
Non Departmental		
367447 HAWKINS, JOHN	DEPSOIT REFUND	500.00
367567 HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	377.94
Recreation Water Park		
367401 ANTIOCH HERALD	ADVERTISING	1,300.00
367413 BRENTWOOD PRESS AND PUBLISHING INC	ADVERTISING	1,329.50

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367448 HELLER, MICAH BRADLEY	EXPENSE REIMBURSEMENT	218.87
367459 LOWES COMPANIES INC	SUPPLIES	2,930.72
367464 MCCARTHY, REBEKAH LYNN MAREE	EXPENSE REIMBURSEMENT	313.00
367473 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,596.25
367478 PERS	PAYROLL DEDUCTIONS	4,560.33
367498 UNITED STATES POSTAL SERVICE	POSTAGE	3,466.81
367598 PACIFIC GAS AND ELECTRIC CO	GAS	18,111.04
928732 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	276.51
721 Employee Benefits Fund		
Non Departmental		
367477 PERS	PAYROLL DEDUCTIONS	375,556.86
367542 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
367544 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
367569 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
367595 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	14,305.30
367599 PARS	PAYROLL DEDUCTIONS	2,404.21
367621 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	73.01
928742 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	29,862.28
928743 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,564.95



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Recruitment Firm for the City Manager Recruitment

RECOMMENDED ACTION

It is recommended that the City Council authorize the Mayor to execute the Consulting Services Agreement with Peckham & McKenney.

STRATEGIC PURPOSE

The recommended action supports **Long Term Goal L:** City Administration. Provide exemplary City administration.

FISCAL IMPACT

The recruitment firm selected is Peckham & McKenney at a total cost of \$26,000. For FY 2016-17, the consulting line item in the City Managers budget has a remaining budget of \$20,000 and the estimated cost of this contract for FY 2016-17 is \$18,067. The remaining cost of the contract will be built into the draft 2017-19 budget being brought forth to Council next month.

DISCUSSION

At the January 24, 2017 City Council meeting, the City Manager Ad Hoc Recruitment Committee was formed to choose a recruitment firm for City Manager recruitment services. The City Manager Ad Hoc Recruitment Committee is comprised of Mayor Pro Tem Lamar Thorpe and Council Member Lori Ogorchock.

On February 3, 2017, the following firms received a Request for Proposal for City Manager recruitment services:

- Avery & Associates
- Peckham & McKenney
- Ralph Anderson
- Bob Murray & Associates
- CPS
- Teri Black & Company

The closing date and time for submitting proposals was February 28, 2017 at 5:00 p.m. The following five firms responded to the Request for Proposal for City Manager Recruitment Services:

- Avery & Associates
- Peckham & McKenney
- Ralph Anderson
- Bob Murray & Associates
- CPS

The City Manager Ad Hoc Recruitment Committee met on March 7, 2017 to go through each of the firms submitted proposals and prepare a matrix to rank each of the proposals. Attachment C shows each of the City Manager Ad Hoc Recruitment Committee's matrix' ranking each of the proposals. On March 14, 2017 the City Manager Ad Hoc Recruitment Committee recommended Peckham & McKenney to the Mayor and fellow Council Members who concurred that a contract should be brought back to City Council awarding Peckham & McKenney to conduct the recruitment for City Manager. Attachment A contains the Resolution and Consulting Services Agreement to be executed by the Mayor and Peckham & McKenney. Attachment B contains Peckham & McKenney's proposal for City Manager Recruitment Services.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Professional Services Agreement

B. Peckham & McKenney's Proposal

C. Matrix ranking each of the Proposals

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE MAYOR TO EXECUTE THE CONSULTING SERVICES
AGREEMENT WITH PECKHAM & MCKENNEY**

WHEREAS, the City would like to effectively and efficiently provide exemplary City administration; and

WHEREAS, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed.

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

Section 1. Authorize the Mayor to execute the Consulting Services Agreement with Peckham & McKenney (Exhibit "A").

* * * * *

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 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
PECKHAM & MCKENNEY**

THIS AGREEMENT for consulting services is made by and between the City of Antioch (“City”) and Peckham & McKenney (“Consultant”) as of March 28, 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 Attachment A Peckham & McKenney proposal 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 Attachment A Peckham & McKenney proposal, 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 October 1, 2017 or placement of City Manager, the date of completion specified in Attachment A, and Consultant shall complete the work described in Attachment 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 \$26,000, 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 Attachment 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.

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, [according to the payment schedule attached as Attachment A], for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

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

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

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

invoice by a properly executed change order or amendment.

- 2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: \$18,500
- 2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed seven thousand five hundred (\$7,500). 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.
- Reimbursable Expenses are:
Advertising, background checks, printing, copying, postage, materials, and other items listed in Attachment A Professional Fees and Expenses section.
- 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 insureds 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.

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 Attachment 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 Attachment 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 by _____ ("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:
Peckham & McKenney
Attn: Phil McKenney
300 Harding Blvd., Suite 106-E
Roseville, CA 95678

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 Attachment 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

Sean Wright, City of Antioch Mayor

Approved as to Form:

Michael G. Vigilia, City Attorney

CONSULTANT
[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[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]



Executive Search Services

City Manager
City of Antioch

February 2017

"All About Fit"



February 27, 2017

City of Antioch
Mayor Sean Wright
and Members of the City Council
C/O Ms. Nicki Mastay
Administrative Services Director
200 H Street
Antioch, CA 94509

Dear Mayor Wright and City Council Members:

Thank you for the opportunity to express our interest in assisting the City of Antioch in the recruitment of its next City Manager. I am fully prepared to team with the City in order to ensure a successful outcome. I believe having placed both the current City Attorney and City Manager for the City of Antioch will bode well for this recruitment effort and I look forward to working again with Council Member Orgochock, Council Member Wilson, and Council Member Tiscareno.

Bringing over 35 years of experience in management, local government, and executive search, I would serve as the Recruiter for this important process. I have personally conducted hundreds of searches for executive level positions in local government agencies throughout the Western United States. In spite of these numbers, I recognize that every city and community is unique, and I take the time to become familiar with your needs in order to identify the best candidates.

Most importantly, I work hard to understand the organizational culture and actively recruit and then evaluate candidates accordingly, and recommend outstanding candidates for your consideration. We have a solid reputation and a strong track record in the industry allowing for an unusually strong placement guarantee.

The attached proposal includes more detailed information regarding the firm, the search process and timeline, professional fees and expenses, our guarantee, and client references. Please feel free to call me toll-free at (866) 912-1919 if you have any questions. I would be honored to represent you in this important recruitment process.

Sincerely,

A handwritten signature in black ink that reads "Phil McKenney".

Phil McKenney
Chief Operating Officer
Peckham & McKenney, Inc.
www.peckhamandmckenney.com

Attachment

"All About Fit"

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INTRODUCTION

Peckham & McKenney, Inc. provides executive search services to local government agencies throughout the Western United States and is headquartered in Roseville, California. The firm was established as a partnership in June 2004 and incorporated in 2014 by Bobbi Peckham and Phil McKenney, who serve as the firm's lead Recruiters and bring over 50 years' combined experience in local government and executive search. We also offer the services of two former City Managers who serve as Recruiters on assignment. We are supported by an Operations Manager, research specialists, a marketing and design professional, web technician, and distribution staff. Ms. Peckham serves as the firm's President, and Phil McKenney serves as the Chief Operating Officer and Secretary/Treasurer. Either of the firm's principals may be reached toll free at (866) 912-1919.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials regarding their experiences with us. We invite you to visit our web site at www.PeckhamAndMcKenney.com.

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients and candidates. As such, we serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California. We also actively support Women Leading Government as well as assist in the annual Women's Leadership Summit. In addition, we have provided numerous workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Individual profiles of each of the Peckham & McKenney team follow.

Bobbi C. Peckham, President

Bobbi Peckham brings over 28 years' experience as an Executive Recruiter as well as 6 prior years of local government experience. Ms. Peckham is sought out and retained due to her high ethics, integrity, hands-on customer service, and unique ability to identify candidates that "fit" her client agencies and communities.

Ms. Peckham began her career in local government in the City Manager's office of the City of Naperville, Illinois, where she became familiar with all aspects of local government in the nation's fastest growing community. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region. In 2004, Ms. Peckham formed Peckham & McKenney, Inc. in partnership with Phil McKenney.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. Ms. Peckham serves on the Planning Committee for the annual *Women's Leadership Summit*, at which she coordinates and leads the highly regarded Executive Roundtable Discussions with over 30 female local government leaders. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook*. Over the years, Ms. Peckham has actively supported her community, and she currently volunteers her time to the Sacramento Affiliate of *Dress for Success*, which works to empower women to achieve economic independence by providing a network of support, professional attire, and the development tools to help women thrive in work and in life.

Phil McKenney, Chief Operating Officer

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the Western United States.

Mr. McKenney began his career in executive recruitment in January 2003 and has since conducted hundreds of national recruitments throughout the Western states, including Colorado, Arizona, Idaho, Wyoming, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Clay Phillips, Executive Recruiter

Mr. Phillips brings extensive experience leading a city of over 150,000 and selecting and assembling an executive team that is highly revered in the San Diego region. He recently completed 30 years of service with the City of Escondido, 12 years of which he served as City Manager. Mr. Phillips served in several capacities with the City of Escondido including Finance Director, Administrative Services Director, and Deputy City Manager prior to his appointment as City Manager. He began his career with the City of Santa Ana and soon became Deputy Finance Officer for the City of Irvine.

Mr. Phillips has served as the Chairman of the San Diego City Managers Association, and he has been a speaker and expert panelist for the League of California Cities as well as POST and California State University San Marcos. Mr. Phillips has significant experience in leadership development, financial management, economic development, and labor relations. In his capacity as City Manager, he has been involved with the recruitment and hiring of department heads in all areas of local government. Mr. Phillips received his undergraduate degree from Loma Linda University with majors in Business Management and Accounting and was recognized as the Alumnus of the Year by the School of Business in 2008. He also received his Master of Business Administration from Pepperdine University.

Ellen Volmert, Executive Recruiter

Ms. Volmert recently began her encore career after 35 years of local government management experience in California and Oregon. She has served as City Manager with the City of La Palma; and 18 years as Acting City Manager, Assistant City Manager, Assistant to the City Manager, and Management Analyst with the City of Corvallis, Oregon. Ms. Volmert brings extensive experience in executive recruitment, labor relations, human resources, risk management, communications, diversity, budgeting, and intergovernmental relations.

Ms. Volmert focuses on all recruitment assignments in the state of Oregon as well as team support on all other executive recruitments. She is a graduate of UCLA and has a Master's degree in Public Administration from Cal State Fullerton.

Joyce Johnson, Operations Manager

Ms. Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two separate national management consulting and executive recruitment firms. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

Cathy West-Packard, Marketing & Design

Ms. West-Packard has provided her design and marketing skills to Peckham & McKenney Recruiters for over 25 years. She is the firm's "go-to" professional for all advertising and brochure design and creation.

Kevin Johnson, Research Assistant

Mr. Johnson has been a member of the team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Bradley Frank, Technology Guru

The newest member of the Peckham & McKenney team, Mr. Frank holds the official title of Technology Guru as he expertly oversees the firm's web site as well as responding to all technology questions from the firm's principals. He is currently studying Material Sciences & Engineering at the University of California, Merced, and is a NASA Fellow.

THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the City of Antioch's specific needs, the search process typically includes the following key actions:

Project Organization – Prior to beginning the recruitment process, I will be available to discuss the recruitment process, listen to specific desires and expectations, and respond to any questions or concerns. I will discuss expected parameters of the search, the search timeline, and schedule future meeting dates. At this time, the City will determine the extent of involvement of other individuals in the search process.

Development of Candidate Profile (on-site #1) – This phase provides for the development of a detailed Candidate Profile. We will meet individually and in groups with those individuals identified in the Project Organization phase, to discuss the current and future issues and challenges facing the City. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidate will be discussed. We will also discuss expectations, goals, and objectives that will lead to the success of the new City Manager.

Recruitment – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm's web site as well as the City's site. In addition, an attractive brochure will be prepared to market the City and opportunity to potential candidates. This brochure will be mailed to 300-400 industry professionals nationally, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With close to 30 years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Candidate Profile Development phase. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly notify you of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the City to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the City will be once again updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the Candidate Profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the Candidate Profile. An Internet search will be conducted as well as preliminary background (credit and criminal) checks on the leading candidates.

Recommendation of Finalists (on-site #2) – A written recommendation of finalists will be personally presented to the City Council in a one- to two-hour meeting. Prior to this meeting, the City Council will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates.

Once a group of finalists has been selected by the City Council all candidates will be notified of their status. We will prepare finalist interview schedules and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with you at our meeting to recommend finalists.

Final Interviews/Selection (on-site #3) – During this phase, finalists will be interviewed by the City. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the City's convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the panels through a ranking process and discussion of the finalists at the end of the day. We will assist the City Council in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings with each finalist to learn more of the "fit" they may bring.

Qualification – Once the final candidate has been selected by the City, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of SterlingBackCheck, the world's largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Professional references will also be contacted, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City.

Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization's and community's needs now and into the future.

SEARCH SCHEDULE

This sample schedule anticipates a 14-week process. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible. We ask that our clients work with us to identify future meeting dates, which will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available in order to lead to a successful result.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization <ul style="list-style-type: none">• Conference call or meeting to discuss recruitment process• Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile <ul style="list-style-type: none">• On-site meeting with City representatives to discuss Candidate Profile• Develop Candidate Profile/Marketing Brochure and obtain approval from City• Develop advertising and recruiting plan	Two Weeks
III. Recruitment <ul style="list-style-type: none">• Advertise, network, and electronically post in appropriate venues• Send Candidate Profile to 300-400 industry professionals• Post opportunity on firm's web site as well as City's site• Search for/identify/recruit individuals within the parameters of the Candidate Profile• Respond to all inquiries and acknowledge all resumes received in a timely manner	Six Weeks
IV. Preliminary Interviews/Recommendation <ul style="list-style-type: none">• Review resumes and supplemental questionnaires• Conduct preliminary interviews with leading candidates• Conduct Internet research and credit/criminal checks• Present written recommendation of finalists to City• Notify all candidates of search status	Three Weeks
V. Final Interviews/Selection <ul style="list-style-type: none">• Schedule finalist interviews• Design process and facilitate finalist interviews with City• Assist City throughout process and provide recommendations• City Council selects candidate or leading 2-3 candidates for further consideration• City Council conducts second interview process.	Two Weeks
VI. Qualification <ul style="list-style-type: none">• Conduct thorough background and reference checks on leading candidates• Negotiation assistance• Exceed expectations and successfully place candidates who "fit."	One Week

PROFESSIONAL FEE AND EXPENSES

Professional Fee

Our professional fee is \$18,500. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fees will be divided and billed in two separate, monthly invoices.

If an additional candidate from this recruitment processes is selected for another position within your organization within one year of the close of this recruitment, a fee of 30% of the professional fee will be due to Peckham & McKenney.

Expenses

Estimated out-of-pocket costs associated with this full recruitment process will not exceed \$7,500. Expenses will be pre-approved and billed back at cost. Expenses include out-of-pocket costs associated with consultant travel, advertising, telephone/technology, administrative support/printing/copying/postage/materials, and background checks (partial checks on recommended candidates; full background check on selected candidate). Additional expenses incurred due to requested additional meetings, if excessive, as well as full background checks on more than one candidate will be billed accordingly.

Insurance

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and The Hartford.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham and Phil McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in the Attachment.

City of Galt, CA: Public Works Director, City Manager, and Chief of Police

Mayor at the time Mark Crews and/or Eugene Palazzo, City Manager
(209) 366-7100, epalazzo@ci.galt.ca.us

City of San Pablo, CA: Police Chief, Assistant City Manager, City Attorney, Assistant to the City Manager – Economic Development

Matt Rodriquez, City Manager and/or Tina Gallegos, Assistant to the City Manager

City of Eureka, CA: City Manager, Police Chief, and City Attorney

Mayor Frank Jager and/or Greg Sparks, City Manager
(707) 441-4140, gsparks@ci.eureka.ca.gov

PLACEMENT GUARANTEE AND ETHICS

In the unlikely event that a candidate recruited and recommended by our firm leaves your employment for any reason within the first year (except in the event of budgetary cutbacks or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor (Council member or Manager) to alert them of their intent.
- We do not recruit staff from our client agencies for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our client in a positive manner; during the recruitment engagement as well as years after.

EXECUTIVE SEARCHES CONDUCTED (2004 to PRESENT*)

(* 100's of additional searches were conducted from 1987-2004)

City/County Manager, Executive Director, and Related

Alameda County Waste Management Authority, CA	Executive Director
American Canyon, City of	City Manager
Anderson, City of	City Manager
Antioch, City of	City Manager
Arroyo Grande, City of	City Manager
Ashland, OR, City of	City Administrator
Auburn, City of	City Manager
Bell, City of	City Manager
Belmont, City of	City Manager
Belvedere, City of	City Manager
Benicia, City of	City Manager
Big Bear Lake, City of	City Manager
Brentwood, City of	City Manager
Brookings Economic Development Agency, SD	Executive Director
Buellton, City of	City Manager
Burbank, City of	City Manager
Burlingame, City of	City Manager
Calistoga, City of	City Manager
Campbell, City of	City Manager
Carmel-by-the-Sea, City of	City Administrator
Cordillera Metropolitan District, CO	General Manager
Corvallis, OR, City of	City Manager
Cupertino, City of	City Manager
Del Mar, City of	City Manager
Douglas County, NV	County Manager
Durango, CO, City of	City Manager
Eagle County, CO	County Manager
El Dorado Hills Community Services District, CA	General Manager
Encinitas, City of	City Manager
Eureka, City of	City Manager
Exeter, City of	City Administrator
Foothills Park & Rec. District, CO	Executive Director
Fort Lupton, CO, City of	City Administrator
Galt, City of	City Manager
Garfield County, CO	County Manager
Gilroy, City of	City Administrator (2007 & 2016)
Glendora, City of	City Manager
Grand Junction, CO, City of	City Manager
Greeley, CO, City of	City Manager
Hayward, City of	City Manager
Hughson, City of	City Manager
Indian Wells, City of	City Manager
Incline Village General Improvement District, NV	General Manager
Ketchum, City of, ID	City Administrator
La Plata County, CO	County Manager
La Quinta, CA	City Manager
La Palma, CA	City Manager
Lone Tree, CO, City of	City Manager
Manitou Springs Chamber of Commerce, CO	Chief Operating Officer
Martinez, City of	City Manager
Midpeninsula Regional Open Space District, Los Altos, CA	General Manager

Mill Valley, City of	City Manager
Milpitas, City of	City Manager
Moraga, Town of	Town Manager
Mountain House Community Svcs. District, CA	General Manager
Mountain Village, CO, Town of	Town Manager
North Lake Tahoe Public Utility District, CA	General Manager (2004 & 2007)
Novato, City of	City Manager
Palmdale, City of	City Manager (2011 & 2015)
Palos Verdes Estates, City of	City Manager (2007 & 2013)
Park City Municipal Corporation, UT	City Manager
Piedmont, City of	City Administrator
Pleasant Hill, City of	City Manager
Point Arena, City of	City Manager
Portola Valley, Town of	Town Manager
Public Agency Risk Sharing Authority of CA	General Manager
Rancho Murieta Community Services District, CA	General Manager
Redlands, City of	City Manager
Redwood City, City of	City Manager
Rohnert Park, City of	City Manager
San Clemente, City of	City Manager
San Mateo, County of	County Manager
Santa Clara, City of	City Manager
Santa Clara County Open Space Authority, San Jose, CA	General Manager
Sea Ranch Association, CA	Community Manager
Sedona, AZ, City of	City Manager (2008 & 2014)
Snowmass Village, CO, Town of	Town Manager (2006 & 2013)
Solana Beach, City of	City Manager
South Suburban Parks & Recreation District, CO	Executive Director
St. Helena, City of	City Manager
Steamboat Springs, CO, City of	City Manager (2005 & 2008)
Teton County, WY	County Administrator
Tracy, City of	City Manager (2007 & 2014)
Tulare, City of	City Manager (2005 & 2011)
Waterford, City of	City Administrator
West Sacramento, City of	City Manager
Windsor, CO, Town of	Town Manager
Winter Park, CO, Town of	Town Manager
Woodside, Town of	Town Manager
Yakima Regional Clean Air Authority, WA	Executive Director/Air Pollution Cont'l Officer
Yolo, County of	County Administrator

Assistant City/County Manager and Deputy Manager

Arvada, CO, City of	Deputy City Manager
Atherton, City of	Assistant City Manager
Carlsbad, City of	Assistant City Manager
Contra Costa County, CA	Chief Assistant County Administrator (2 Positions)
Daly City, City of	Assistant City Manager
Douglas County, CO	Deputy County Manager
Douglas County, NV	Assistant County Manager
Escondido, City of	Assistant City Manager
Foster City, City of	Assistant City Manager
Fremont, City of	Assistant City Manager
Gilroy, City of	Assistant City Administrator
Hayward, City of	Assistant City Manager (2006 & 2010)
Midpeninsula Regional Open Space District, Los Altos, CA	Assistant General Manager (2 Positions)
Oceanside, City of	Assistant City Manager, Development Services

Pacifica, City of
Palo Alto, City of
Porterville, City of
San Clemente, City of
San Pablo, City of
San Rafael, City of
Tracy, City of

Assistant City Manager
Assistant City Manager
Deputy City Manager
Assistant City Manager
Assistant to the City Manager
Assistant City Manager (2006 & 2015)
Assistant City Manager (2007 & 2015)

City Attorney/Legal Counsel

Antioch, City of
Archuleta County, CO
Ashland, OR, City of
Brisbane, City of
Burlingame, City of
Eureka, City of
Garfield County, CO
Hayward, City of
Mesa County, CO
Midpeninsula Regional Open Space District, Los Altos, CA
Milpitas, City of
Mountain Village, CO, Town of
Pleasanton, City of
Redwood City, City of
Richmond, City of
San Bruno, City of
San Pablo, City of
Simi Valley, City of
South Lake Tahoe, City of
Yolo County, CA

City Attorney (2005 & 2015)
County Attorney
City Attorney
City Attorney (contract services)
City Attorney (2008 & 2012)
City Attorney
County Attorney
City Attorney
County Attorney
General Counsel
Assistant City Attorney
Town Attorney
City Attorney
City Attorney
City Attorney
City Attorney
City Attorney
City Attorney
County Counsel

Community Development/Planning/Economic Development

Alameda, City of
Alhambra, City of
Ashland, OR, City of
Bell, City of
Beverly Hills, City of
Burbank, City of
Concord, City of
Dana Point, City of
Delano, City of
Elk Grove, City of
Fremont, City of
Fremont, City of
Hayward, City of
Hayward, City of
Jefferson County, CO
Laguna Niguel, City of
Livermore, City of
Long Beach, City of
Long Beach, City of
Martinez, City of
Milpitas, City of
Mountain Village, CO, Town of
North Tahoe Public Utility District, CA
Novato, City of

Economic Development Manager
Director of Development Services
Community Development Director
Community Development Director
Community Development Director
Community Development Director
Principal Planner
Community Development Director
Economic Development Manager
Economic Development Director
Deputy Director of Community Development
Deputy Redevelopment Agency Director, Housing
Community Development Director
Economic Development Manager
Planning & Development Director
Director of Community Development
Economic Development Director
Deputy Director, Development Services
Planning Bureau Manager, Development Services
Community Development Director
Director of Planning & Neighborhood Services
Director of Community Development & Housing
Planning & Engineering Manager
Community Development Director

Pacifica, City of
Pacific Grove, City of
Palo Alto, City of
Pittsburg, City of
Rancho Santa Margarita, City of
Reno, NV, City of
San Bruno, City of
San Clemente, City of
San Clemente, City of
San Mateo, City of
San Pablo, City of
San Rafael, City of
County of Santa Clara, San Jose, CA
Santa Rosa, City of
Seaside, City of
Seaside, City of
South Lake Tahoe, City of
St. Helena, City of
Stockton, City of
Teton County, CO
Vail, CO, Town of
Walnut Creek, City of
Walnut Creek, City of
Windsor, City of
Winters, City of
Yuba City, City of

Planning Director
Community/Economic Development Director
Development Services Director
Community Development Director/City Engineer
Development Services Director
Redevelopment Administrator
Community Development Director
Community Development Director
Economic Development & Housing Director
Economic Development Manager
Assistant to the City Manager, Economic Development
Community Development Director
Director, Planning & Development
Planning & Economic Development Director
Planning Services Manager
Redevelopment Services Manager
Development Services Director
Planning & Community Improvement Director
Community Development Director
Planning & Development Director
Director of Community Development
Economic Development Manager
Planning Manager
Community Development Director
Community Development Director
Development Services Director

Public Works/Engineering and Related

Ashland, OR, City of
Aurora Water, CO
Benicia, City of
Benicia, City of
Big Bear Lake, City of
Carlsbad, City of
Concord, City of
Fremont, City of
Galt, City of
Gilroy, City of
Greeley, CO, City of
Greeley, CO, City of
Greenfield, City of
Hayward, City of
Jefferson County, Golden, CO
Louisville, CO, City of
Mariposa County, CA
Milpitas, City of
Port San Luis Harbor District, CA
Sacramento County, CA
San Jose, City of
San Leandro, City of
San Pablo, City of
San Rafael, City of
Santa Clara, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of

Public Works Director
Director of Water
Land Use & Engineering Manager
Public Works Director
Assistant General Manager, Dept. of Water & Power
Deputy Public Works Director
Infrastructure Maintenance Manager
Manager of Maintenance Operations
Public Works Director
Building Field Services Manager
Public Works Director
Water & Sewer Director
Public Works Director
Director of Public Works
Airport Manager
Public Works Director
Public Works Director
Public Works Director/City Engineer
Facilities Manager
Associate Civil Engineer
General Services Director
Engineering & Transportation Director
City Engineer
Public Works Director
Assistant Director of Water/Sewer Utilities
Public Works Director
Public Works Director

Finance Director/Controller/Treasurer

Alhambra, City of
American Canyon, City of
Arvada, CO, City of
Atherton, City of
Aurora, CO, City of
Azusa, City of
Bell, City of
Brentwood, City of
Daly City, City of
Durango, CO, City of
Encinitas, City of
Fairfield, City of
Fairfield, City of
Greeley, City of, CO
Hayward, City of
La Quinta, City of
Marin County, CA
Milpitas, City of
Modesto, City of
Oceanside, City of
Orange County Fire Authority, CA
Orange County Fire Authority, CA
Pacific Grove, City of
Pasadena, City of
Pittsburg, City of
Rancho Cordova, City of
Reno, NV, City of
San Mateo, City of
San Mateo, City of
Santa Clara, City of
Santa Clarita, City of
Seaside, City of
Silverthorne, CO, City of
Sonoma, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of
Superior Court of Calif./Co. of San Mateo
Winter Park, CO, City of

Finance Director
Administrative Services Director
Director of Finance
Finance Director
Finance Director
Director of Finance
Finance Director
City Treasurer/Administrative Services Director
Director of Finance
Finance Director
Finance Director
Director of Finance
Assistant Director of Finance
Finance Director
Finance Director
Finance Director
Assistant Director of Finance
Finance Director
Director of Finance
Director of Finance
Assistant Chief, Business Services
Treasurer
Finance Director
Accounting Manager
Finance Director
Assistant Finance Director
Finance Director
Finance Director
Deputy Director of Finance
Accounting Division Manager
Finance Manager
Financial Services Manager
Director of Finance/Administrative Services
Finance Director
Administrative Services Director
Finance Director
Finance Director
Finance Director

Public Safety/Law Enforcement

Alhambra, City of
Alhambra, City of
Antioch, City of
Atherton, Town of
Bell, City of
Beverly Hills, City of
Eureka, City of
Galt, City of
Gilroy, City of
Hayward, City of
Lone Tree, CO, City of
Lone Tree, CO, City of
Los Altos, City of
Menlo Park, City of

Chief of Police
Fire Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Fire Chief
Fire Chief
Patrol Operations Commander
Police Chief
Police Captain
Police Chief

Milpitas, City of
Porterville, City of
San Pablo, City of
San Pablo, City of
San Rafael, City of
Santa Monica, City of
Silverthorne, CO, City of
Springfield, City of, OR
Vail, CO, Town of

Police Chief
Chief of Police
Police Chief
Police Commander
Chief of Police
Police Chief
Police Chief
Police Chief
Police Chief
Fire Chief

Human Resources/Personnel

Anaheim, City of
Belmont, City of
Benicia, City of
Brookings, SD, City of
Concord, City of
Eagle County, CO
Encinitas, City of
Folsom, City of
Hayward, City of
Jefferson County, CO
Lakewood, CO
Mariposa County, CA
Midpeninsula Regional Open Space District, Los Altos, CA
Pacific Grove, City of
Palo Alto, City of
Porterville, City of
Rancho Cucamonga, City of
Rancho Santa Margarita, City of
Redwood City, City of
San Bruno, City of
San Clemente, City of
San Rafael, City of
Seaside, City of

Human Resources Director
Human Resources Director
Human Resources Manager
Director of Human Resources
Human Resources Director
Director of Human Resources
Human Resources Manager
Human Resources Director
Human Resources Director
Human Resources Director
Human Resources Director
Employee Relations Director
Human Resources Director/Risk Manager
Manager of Administration/Human Resources
Human Resources Manager
Chief People Officer
Administrative Services Manager
Director of Human Resources
Human Resources/Risk Management Administrator
Human Resources Director
Human Resources Director
Human Resources Manager
Human Resources Director
Personnel Services Manager

Parks & Recreation

Anaheim, City of
Bell, City of
Oxnard, City of
Pacifica, City of
Palo Alto, City of
Piedmont, City of
Pleasanton, City of
Roseville, City of
San Clemente, City of
Tracy, City of

Director of Community Services
Community Services Director
Cultural & Community Services Director
Director of Parks, Beaches & Recreation
Community Services Director
Recreation Director
Director of Parks & Community Services
Parks, Recreation & Libraries Director
Director of Beaches, Parks & Recreation
Parks & Community Services Director

City/County Clerk

Hayward, City of
Long Beach, City of
Midpeninsula Regional Open Space District, Los Altos, CA
Midpeninsula Regional Open Space District, Los Altos, CA
Mountain View, City of
Palo Alto, City of
Rancho Santa Margarita, City of

City Clerk
City Clerk
Clerk of the Board
Public Affairs Manager
City Clerk
City Clerk
City Clerk

San Mateo, City of
Walnut Creek, City of

City Clerk
City Clerk

Library Director

Boulder, CO, City of
Hayward, City of
Huntington Beach, City of
Palo Alto, City of

Library Director
Library Director
Library Director
Library Director

Information Technology

Fremont, City of
Jefferson County, Golden, CO
Superior Court of California, County of San Mateo
Superior Court of California, County of San Mateo

Information Services Technology Director
Information Technology Director
Information Technology Director
Court Information Technology Manager

Human Services

Douglas County, CO
Eagle County, CO
Mariposa County, CA
Washington County, OR

Human Services Director
Director of Human Services
Public Health Officer
Director of Health & Human Services



City Attorney

CITY OF ANTIOCH, CALIFORNIA



All About Fit

**PECKHAM
&
MCKENNEY**
EXECUTIVE SEARCH

THE COMMUNITY

The city of Antioch is a wonderful community of approximately 108,000 residents nestled within the heart of northern California, midway between San Francisco 45 miles to the west and Sacramento 65 miles to the north. Dubbed the "Gateway to the Delta," Antioch sits at the confluence of the Sacramento and San Joaquin rivers, making it a natural world-class destination for boaters, hunters, anglers and other water sports enthusiasts. The Delta area is also a top destination for camping and relaxation because it boasts numerous waterfront resorts and quality campgrounds/RV parks. In addition to its recreational offerings, Antioch (one of the oldest cities in the state) is recognized as the hub of activity for eastern Contra Costa County, offering a great environment for both living and working.

The real estate market is varied and high in quality, with homes coming without the lofty price tags typically found in the rest of the Bay Area. Other contributors to the area's excellent livability factor include great schools, modern healthcare provided by two major hospitals, an active civic and spiritual community and a collection of well-maintained parks and recreation facilities. Plus, the area hosts a vibrant cultural sector and numerous annual events, including the much-anticipated County Fair, free Saturday summer concerts and the Delta Blues Festival.

For businesses, commercial development is on

The Antioch Unified School District has 13 elementary schools, four middle schools, two comprehensive high schools, three specialized high schools, two alternative high schools and one k-8 facility.

The city oversees more than 300 acres of parkland and facilities with notable sites including the Antioch Water Park, the municipal Marina and a dog park at Markley Creek Park. Within the local parks residents and guests alike find ball and soccer fields, basketball courts, picnic sites, playgrounds and tot lots, trails and open space. The community is home to several locations under the direction of the East Bay Regional Park District including the 780-acre Contra Loma Regional Park, the Antioch/Oakley Regional Shoreline Park, and the Delta de Anza Regional Trail, which intersects at the Mokulumne Trail and the Black Diamond Mines Regional Preserve, a more than 6,000-acre area which includes two campgrounds.

It is easy to see why the livability factor is so high in Antioch. For more information on the region please visit Contra Costa County's website at www.co.contra-costa.ca.us.

THE ORGANIZATION

The City of Antioch was incorporated in February 1872 as a general law city and operates under the Council-Manager form of government. Policy-making and legislative authority is vested in a five-member City Council consisting of a Mayor and four



Given today's economic climate, fiscal health and sustainability top the list of priorities for many cities across the nation, as well as for Antioch. Although the city has shown financial prudence and weathered the downturn thus far its financial future remains a challenge. Although property tax and sales tax revenues have increased over the last two years and the City was able to pass two tax measures, the City will have to keep its budgetary belt tight for the foreseeable future.

For more information on the City of Antioch, please visit their website at www.ci.antioch.ca.us.

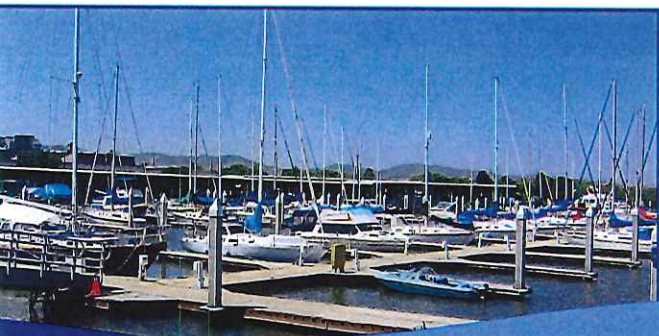
THE POSITION

Mayor Wade Harper and the City Council Members are seeking a highly ethical City Attorney with a solid work ethic to provide quality legal advice to the City Council, City Manager, commissions and staff. It is the desire of the City Council that the new City Attorney have proven experience on matters pertaining to official city business, in-depth knowledge of municipal law, and hands-on experience in litigation.

various transportation projects throughout the city including improvements to State Route 4 and the establishment of an eBART station near the Hillcrest Avenue exit off State Route 4. This project will extend the BART rail system an additional 10 miles from the current Pittsburg/Bay Point stop into Antioch which will provide for easier connections to destinations across the East Bay. Service is scheduled to begin in 2018.

Antioch continues to see growth in both its residential and economic sectors. The city is home to a diversified base of businesses represented by such industry clusters as manufacturing; transportation; retail/financial and professional services; and health, education and recreational services. Antioch offers a strategic location near major markets, affordable and plentiful real estate, updated infrastructure and access to a highly skilled and growing workforce.

Both residents and visitors revel in the vast selection of retailers and restaurants throughout the Antioch area. From department stores to specialty shops, casual eateries to fine dining establishments, shoppers and diners don't have to travel far to find exactly what they need.



are elected to four-year overlapping terms. The Mayor is directly elected to a four-year term.

The City Council's main duties include passing ordinances, adopting the budget, appointing committees and hiring both the City Manager and City Attorney. The City Manager is responsible for implementing the policies and enforcing the ordinances adopted by the City Council, overseeing the day-to-day operations of the city government and appointing the heads of various city departments. The City Attorney provides overall and general legal advice, counsel and assistance to the City Council, Commissions, and City Staff. The City Attorney also acts as general counsel to the City as Successor to the Redevelopment Agency and is a key member of the City's management team.

The City began reacting to the recent economic downturn in fiscal year 2008 with the adoption of tiered retirement and medical after retirement plans for new employees. As the economy worsened in 2009, the City implemented furloughs and layoffs, negotiated concessions with employee bargaining groups, cut expenditures, pursued grant funding, utilized onetime revenues and froze positions. The City has repeatedly reconciled with then current resource realities, made the difficult decisions and taken productive actions to balance the delivery of services to the community within current budget restraints.

the City Attorney will address issues relating to land use (general plan, specific plans, zoning, housing, code enforcement), negotiations with developers and development related agreements, property rights and acquisition, condemnation, transportation, and redevelopment and the successor to the redevelopment agency. In addition, experience with CEQA, Brown Act, Pitchess motions, parliamentary procedures, personnel and employment law, risk management, contract development and review, public works, labor negotiations, non-profits, and the ability to interact with and present to a variety of audiences is strongly desired.

The new City Attorney will realize that although appointed by the City Council, the majority of their work will come from staff. Thus, the new City Attorney will be easily accessible and will work with all levels of staff in an effort to assist the city in being proactive and staying in front of potential legal issues. Candidates must know the difference between legal, business, and political decisions.

Also desired is an attorney who will assist the City Council and staff in getting them to where they want to go, not just saying no to a concept or direction, but providing options or alternatives that assist in moving the issue forward in a favorable direction. Candidates must acknowledge that this is a "one-person shop" and the demands can be significant at times. The candidate selected will have proven relevant experience and an in-depth knowledge of



municipal law and is expected to work well with the City Manager and staff, teaming with the organization to address issues and provide quality service to the community. A Juris Doctorate from an accredited school of law and membership in the State Bar of California is required.

COMPENSATION AND BENEFITS

The City of Antioch is offering a competitive salary up to \$202,608 dependent upon the experience and qualifications of the selected candidate. In addition, excellent benefits will be offered including but not limited to: Cafeteria Plan (medical, dental, vision), Long Term Disability, Life Insurance, Employee Assistance Program, Wellness



Program, Educational Incentive, 14 Holidays per year (includes 2 floating holidays), Vacation, Administrative Leave, Sick Leave Upon Termination, Sick Leave Conversion Policy, Vacation Buy-Back, Medical-After-Retirement, Car Allowance and PERS retirement plans: 2%@62 for new employees, 2.7%@55 for classic/legacy employees.

Appointment will be based on best fit, education, training, competency, and experience as it relates to the position of City Attorney, successful completion of a thorough background investigation and reference checks, and possible site visit by City representatives.

The City of Antioch is an Equal Opportunity Employer.

SEARCH SCHEDULE

Filing Deadline:..... December 21, 2015
 Preliminary Interviews.....
 January 4 through January 20, 2016
 Recommend Candidates..... January 26, 2016
 Interview Process February 8, 2016

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please send your resume and cover letter electronically to:

Peckham & McKenney
apply@peckhamandmckenney.com

Resumes are acknowledged within two business days. Call Phil McKenney toll-free at (866) 912-1919 for more information.



www.peckhamandmckenney.com

ATTACHMENT C

Ad Hoc Committee Member										
Ratings: 1=Low, 3=Medium, 5=High 1=No, 3=Maybe, 5=Yes										
	CPS HR Consulting	Rating	Avery & Associates	Rating	Ralph Anderson	Rating	Peckham & McKenney	Rating	Bob Murray & Associates	Rating
Responsiveness to RFP	2/23/2017 1:10pm	5	2/23/2017 1:10pm		2/28/2017 3pm		2/28/2017 3pm		2/28/2017 3pm	
Number of prior successful recruitments for City Manager	Agency Head: 9	5	stems	5		5		5		5
Qualifications and experience of individuals assigned to the project	Yes	3	Paul Kimura, Principal	5	Gres Nelson, Pro. Dir.	5		3		3
Experience with candidates within and outside California	No call	1	Reston	1	Yes!	5	limited	1	NO call	1
Did the firm include a sample work product (candidate brochure, candidate questionnaires, candidate reference report)?	Yes	5	Yes	5	Yes	5	Yes	5	NO	1
How many current engagements does the firm have? Can the firm focus on this recruitment?	1	3	7	3	9	3		3		3
Did the firm include a schedule for each phase of the recruitment and firms availability? If so, how long to do this recruitment?	Yes	5	Yes 14 weeks	5	Yes 4 months	5	Yes	5	Yes	5
Cost: Consulting Fees; Reimbursable Expenses; Payment Terms	\$23,500	5	\$18,900	1	\$28,200	1	\$18,500	5	17,500	1
Candidates										
How will the firm do the recruiting?		5	Search strategy: original reshar, target list, public info	5	Outreach: ads, their website	5		3	Ads, database, calls, etc.	5
Screening candidates:										
Does the firm screen resumes?	Yes	5	Yes	5	Yes	5	Yes	5	Yes	5
Does the firm do a phone screening?	Yes	5	Yes	3	SKPE	5	Yes	5	Yes	5

Ad Hoc Committee Member		CPS HR Consulting		Avery & Associates		Ralph Anderson		Peckham & McKenney		Bob Murray & Associates	
Ratings: 1=Low, 3=Medium, 5=High 1=No, 3=Maybe, 5=Yes		Rating		Rating		Rating		Rating		Rating	
Responsiveness to RFP	2/23/2017 1:10pm		2/23/2017 1:10pm		2/28/2017 3pm		2/28/2017 3pm		2/28/2017 3pm		2/28/2017 3pm
Number of prior successful recruitments for City Manager	45	3	10	3	107-43	3	Substantial	5	Several	5	
Qualifications and experience of individuals assigned to the project	4 recruiters yes	5	1 yrs	3	(1) yrs	3	yes 1	5	yes	5	
Experience with candidates within and outside California	A2	3	? had references	3	references on yrs	5	yes references	5	yes references	5	
Did the firm include a sample work product (candidate brochure, candidate questionnaires, candidate reference report)?	yes / NO? 2.0	3	yes / NO? 2.0	5	yes / NO? 2.0	3	yes	3	yes	3	
How many current engagements does the firm have? Can the firm focus on this recruitment?	1	3	? 8	3	(9)	3	?	5	?	5	
Did the firm include a schedule for each phase of the recruitment and firms availability? If so, how long to do this recruitment?	yes	5	yes	5	yes	5	yes	5	yes	5	
Cost: Consulting Fees; Reimbursable Expenses; Payment Terms	11,750 / 23,500	3	18,900 + up to 7K per hour for pro services	1	28,200 up to 4 hrs	1	18,500 7,500 out of pocket	5	17,500 3 days 2 hrs meeting in city 4,900 41 appearances	1	
Candidates											
How will the firm do the recruiting?	Brochure advertisement	1	Advertising mailing camp internet	3	Advertising Western city on line only	1	Brochure mailed out 300-400 Western city	5	calls advertisement	3	
Screening candidates:											
Does the firm screen resumes?	yes	5	yes if appropriate	1	yes	5	yes	5	yes	5	
Does the firm do a phone screening?	yes	5		1	yes	5	yes	5		5	

Louis Agardock (L.O.)

Should Liability in 5

X

X

1

Ad Hoc Committee Member										
Ratings: 1=Low, 3=Medium, 5=High										
1=No, 3=Maybe, 5=Yes										
	CPS HR Consulting	Rating	Avery & Associates	Rating	Ralph Anderson	Rating	Peckham & McKenney	Rating	Bob Murray & Associates	Rating
Does the firm do personal interviews?	5 yes	5	yes	5	1 yes / via skype	5	yes	5	yes TOP 10-12	3
Does the firm do reference checks?	1 available	1	2	1	yes - top candidates	5	yes	5	TOP 2 & 3	3
Does the firm do background checks?	1 Available	1	2	1	yes - m top candidates	5	yes	5	TOP 2 & 3	3
How many candidates does the firm present?	5-8	3	open	1		1	as many that meet criteria	5	limited #	3
Will the firm assist in final interviews?	NO	1	NO	5	yes	5	yes	5	yes	5
Will the firm negotiate the contract?	NO	1	NO	5	yes	5	yes	5	yes	5
Firm's approach in the event the recruitment does not produce a viable candidate	2yr - city resps & recruitment expenses only	1	1yr & expenses	5	1yr. incurred expenses	3	1yr. expenses	5	1yr expenses	3
TOTAL										

(41) "74" - me
 69 - Lamar
 VFB
 114

↓
 help candidates w/ hotel & accommodations
 51 - me
 71 - Lamar
 122

51 - me
 77 - Lamar
 128

73 - me
 77 - Lamar
 150

62 - me
 65 - Lamar
 127

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 17 - MARCH 16, 2017
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund		
367309	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES 1,513.83
367588	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES 560.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Ron Bernal, Interim City Manager/Director of Public Works/ *ROB*
City Engineer

SUBJECT: Public Notice of Intent to Form a Groundwater Sustainability Agency and Resolution Authorizing the Interim City Manager to Execute a Memorandum of Understanding with East Contra Costa County Member Agencies that Will Facilitate the Development of a Groundwater Sustainability Plan for the East Contra Costa County Portion of the Tracy Subbasin, P.W. 702

RECOMMENDED ACTION

It is recommended that the City Council conduct a public hearing regarding the City's intent to form a Groundwater Sustainability Agency (GSA) and authorize the Interim City Manager to execute a Memorandum of Understanding (MOU) and enter into an agreement with East Contra Costa County member agencies that will facilitate the development of a Groundwater Sustainability Plan (GSP) for the East Contra Costa County Portion of the Tracy Subbasin.

STRATEGIC PURPOSE

This item supports Strategy K-2 by protecting the City's water rights and water quality and Strategy K-4 by providing opportunities for infrastructure improvement.

FISCAL IMPACT

There is no fiscal impact to forming a Groundwater Sustainability Agency. The 2016-2017 Water Fund Budget includes available funding for professional assistance and studies necessary to develop a Groundwater Sustainability Plan.

DISCUSSION

The Sustainable Groundwater Management Act (SGMA), which became effective January 1, 2015, established a framework of priorities and requirements to help local agencies sustainably manage groundwater within a basin or sub-basin. The GSA formation requirements are located in Division 6 of the Water Code, Part 2.74, Chapter 4, Section (§) 10723 *et seq.*

The SGMA allows a local public agency, or combination of agencies, to be a GSA for the purpose of developing and implementing a GSP for a particular groundwater basin

or sub-basin. Local public agencies eligible to be part of a GSA must have either water supply, water management or land use responsibilities. If a GSA is not formed by the local agencies the State will intervene.

Although the City of Antioch does not currently use groundwater, the City's service area overlays a portion of the Tracy Sub-basin, which has been identified by the State of California as basin, number 5-22.15. If the City does not form a GSA on its own or in combination with other area agencies, the State of California will develop and administer a GSA at the expense of the City. Local public agencies intending to form a GSA for all, or a portion of a basin, must notify DWR by June 30, 2017.

On June 14, 2016, the City Council conducted a public hearing regarding the City's intent to form a GSA. At that time, Staff was contemplating forming a single GSA with the East Contra Costa County member agencies, which along with the City of Antioch consists of City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, Discovery Bay Community Services District and the East Contra Costa Irrigation District. However, in order to avoid possible legal conflicts, and for each agency to maintain more authority of their respective groundwater rights, it was determined that the creation of individual GSAs was most appropriate. Water Code Section 10723 requires a public agency to hold a specially noticed public hearing before it decides to form a GSA. Notice of this public hearing was published in the East County Times on March 9th and March 16th pursuant to the requirements of Government Code section 6066 and Water Code section 10723.

Staff is recommending that that City enter into the MOU with the other East Contra Costa County member agencies identified in the agreement that will facilitate the development and implementation of a single GSP for the East Contra Costa County portion of the Tracy Sub-basin, Basin 5-22.15. The primary purpose of this MOU is to maintain a cooperative and ongoing working relationship among the parties in an effort to develop and implement mutually beneficial approaches and strategies for implementing the SGMA in the Tracy Sub-basin. Relationships with other agencies outside of the East Contra Costa County Portion overlying the Basin will be developed to coordinate and implement the GSP and to satisfy the requirements of the SGMA.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2017/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING AND
BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
P.W. 702

Background

WHEREAS, the Sustainable Groundwater Management Act (Act) authorizes local agencies to manage groundwater in a sustainable fashion;

WHEREAS, the Act requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources (DWR), to be managed by a Groundwater Sustainability Agency (GSA);

WHEREAS, the Tracy Subbasin (Subbasin), identified by DWR as Subbasin ID No. 5-22.15, of the San Joaquin Valley Groundwater Basin has been designated by DWR as a medium-priority basin;

WHEREAS, the Subbasin underlies portions of Contra Costa, San Joaquin and Alameda Counties;

GSA Formation

WHEREAS, in order to exercise the authority granted in the Act, a local agency may decide to become a GSA;

WHEREAS, the City of Antioch (City) is a local agency as defined by the Act, and it is appropriate for the City to be a GSA for a portion of the Subbasin;

WHEREAS, Water Code section 10723.8(b) provides that 90 days following DWR's posting of any GSA decision notice, the GSA shall be presumed to be the exclusive GSA within the area of the basin or subbasin described in the notice, provided no other notice has been submitted for the same area;

WHEREAS, the City intends to act as a GSA to manage the portions of the Subbasin located within its boundaries, excluding the areas within the boundaries of the East Contra Costa Irrigation District;

WHEREAS, the City Council of the City of Antioch has been presented with a map of the portion of the Subbasin that it intends to manage, a copy of which is attached hereto as Exhibit A;

WHEREAS, the City published notice of its decision to become a GSA for the Subbasin in the East County Times, a copy of which is attached hereto as Exhibit B;

A1

WHEREAS, on March 28, 2017, the City held a public hearing to consider whether it should decide to become and act as a GSA for the Subbasin;

Coordination with Local Agencies

WHEREAS, Water Code section 10727(b)(2) provides that multiple groundwater sustainability agencies may develop and implement multiple groundwater sustainability plans coordinated pursuant to a single coordination agreement that covers the entire basin;

WHEREAS, the City intends to work cooperatively with the other local agencies that have decided to be GSAs in the portion of the Tracy Subbasin within Contra Costa County, as shown in the map attached hereto as Exhibit A;

WHEREAS, the City and the other local agencies that have decided to be GSAs effective April 20, 2017, in the portion of the Tracy Subbasin within Contra Costa County have prepared the Memorandum of Understanding (MOU), attached hereto as Exhibit C, to coordinate development and implementation of a single Groundwater Sustainability Plan for the portion of the Tracy Subbasin in Contra Costa County;

WHEREAS, these local agencies intend to ultimately execute an agreement with groundwater sustainability agencies located in the Subbasin outside of Contra Costa County to coordinate the development and implementation of multiple groundwater sustainability plans throughout the entire Subbasin; and

California Environmental Quality Act

WHEREAS, adoption of this Resolution does not constitute a Project under Section 15378 of Title 14 of the California Code of Regulations because this Resolution does not result in direct or indirect physical changes in the environment.

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

1. The City hereby authorizes the Interim City Manager to execute the MOU on behalf of the City.
2. The City hereby decides to become the GSA for the areas of the Tracy Subbasin within the City boundaries, excluding the areas within the boundaries of the East Contra Costa Irrigation District, effective April 20, 2017; as set forth in the map attached hereto as Exhibit A.
3. Within thirty (30) days of April 20, 2017, the Interim City Manager is directed to provide notice of this decision to the California Department of Water Resources, as required by Water Code section 10723.8.

4. The Interim City Manager shall facilitate and assist in commencing discussions as soon as practical with other GSAs in order to begin the process of coordinating the development of a groundwater sustainability plan for the portion of the Tracy Subbasin in Contra Costa County, as contemplated by the Act.

* * * * *

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 28th day of March 2017, by the following vote:

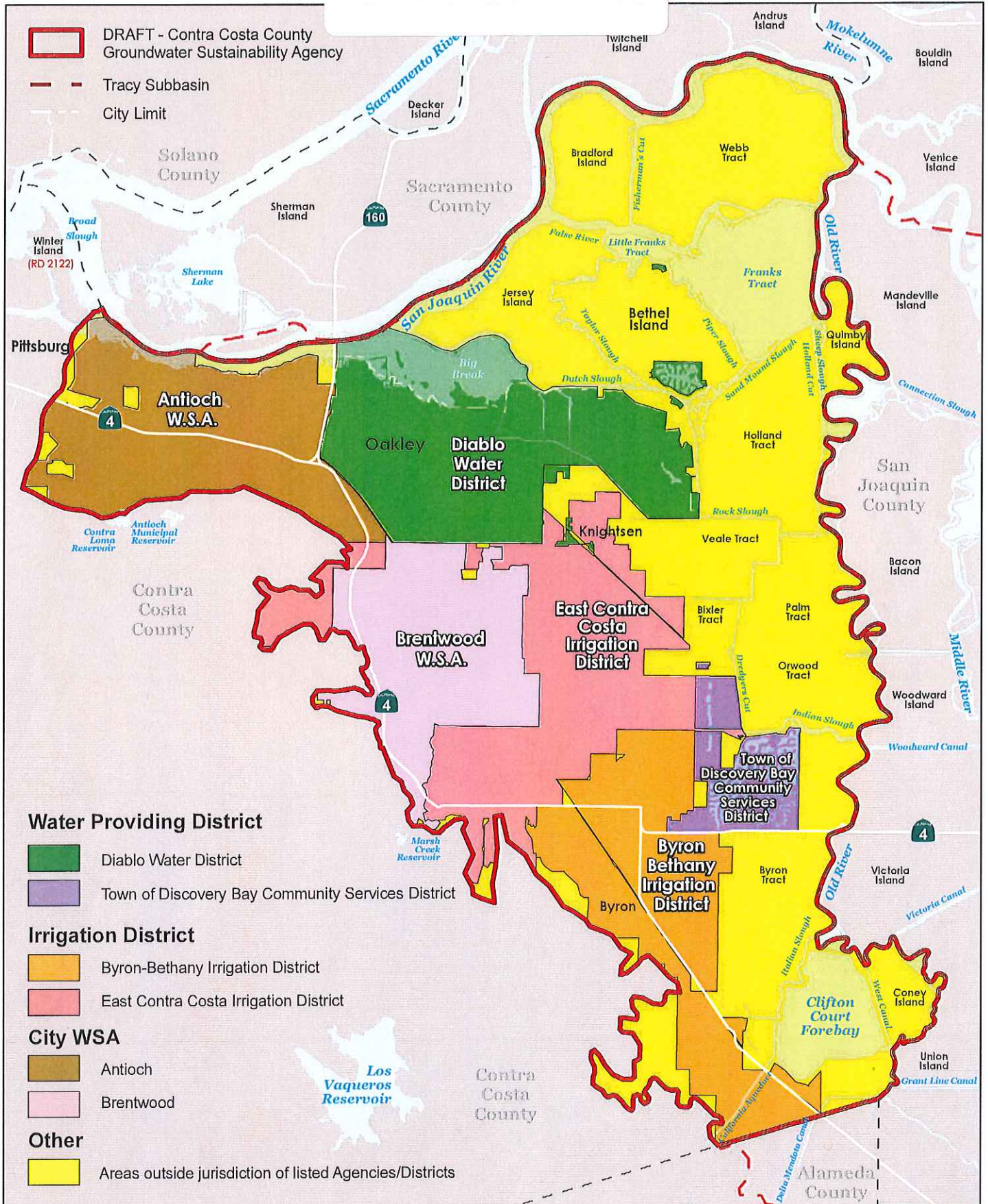
AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

A3



AT

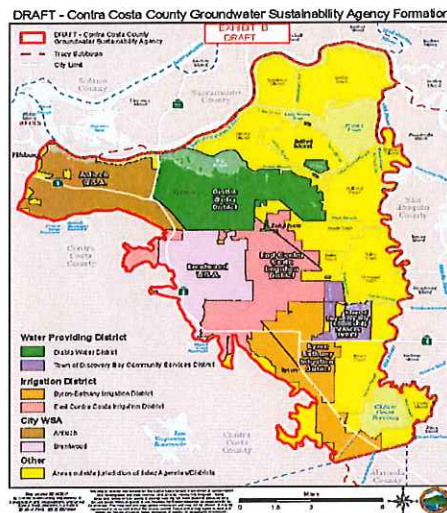
EXHIBIT "B"

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the **CITY OF ANTIOCH** will hold a public hearing in the City Council Chambers, City Hall, 200 "H" Street, at **7:00 P.M. or thereafter, TUESDAY, MARCH 28, 2017**, on the following matter:

Groundwater Sustainability Agency (GSA) – Notice of Intent Public Hearing Publication. Pursuant to Water Code Section 10723, Notice is hereby given that the City of Antioch Council will conduct a Public Hearing on Tuesday, **MARCH 28, 2017 at 7:00 p.m. or thereafter**, to receive public comments on its intention to form a Groundwater Sustainability Agency (GSA). The purpose of this public hearing will be to consider public testimony on whether the City of Antioch should decide to become and act as a Groundwater Sustainability Agency (GSA) pursuant to the Sustainable Groundwater Management Act, Water Code section 10720 *et seq.*, for the portion of the Tracy Subbasin within its boundaries, excluding the areas within the boundaries of East Contra Costa Irrigation District (ECCID).

DRAFT Contra Costa County Groundwater Sustainability Agency (GSA) Formation



Persons interested in commenting on the proposed action are encouraged to submit written comments, in advance of the meeting, to the City of Antioch, P.O. Box 5007 Antioch, CA, 94531-5007. Questions regarding the proposed project or any other relevant matter may be addressed by contacting Scott Buenting, Project Manager at (925) 779-6129 or sbuenting@ci.antioch.ca.us. At the conclusion of the hearing, the Antioch City Council of the City of Antioch may decide to become a GSA. All interested persons are invited to be present at aforesaid hearing and be heard thereon. If any person challenges the decision of the City in these matters in court, he or she may be limited to raising only those issues that were raised at the Council Meeting described in this notice, or in written correspondence delivered to the City at, or prior to, the Council Meeting. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available upon advance request for persons with hearing or vision disabilities (925) 779-7009, TDD (925) 779-7081.

ARNE SIMONSEN, City Clerk

Publication Dates: March 9, 2017 and March 16, 2017
Cc: Capital Improvements, Scott Buenting

AS

EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING

Development of a Groundwater Sustainability Plan for the East Contra Costa County Portion of the Tracy Subbasin, (DWR Basin 5-22.15, San Joaquin Valley)

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This Memorandum of Understanding for the Development of a Groundwater Sustainability Plan for the East Contra Costa County portion of the Tracy Subbasin, (DWR Basin 5-22.15, San Joaquin Valley) (“MOU”) is entered into and effective this ____ day of _____, 2017 (“**Effective Date**”) by and among the City of Antioch (“Antioch”), City of Brentwood (“Brentwood”), Byron-Bethany Irrigation District (“BBID”), Contra Costa Water District (“CCWD”), Contra Costa County (“County”), Diablo Water District (“DWD”), East Contra Costa Irrigation District (“ECCID”), and Discovery Bay Community Services District (“Discovery Bay”). Each of the foregoing parties to this MOU is sometimes referred to herein as a “**Party**” and are collectively sometimes referred to as the “**Parties**.”

Recitals

A. In September 2014, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 (“SGMA”), which established a statewide framework for the sustainable management of groundwater resources. That framework focuses on granting new authorities and responsibility to local agencies while holding those agencies accountable. The framework also provides for state intervention where a local agency fails to develop a groundwater sustainability plan in a timely manner.

Ab

23 B. The Tracy Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.15, San Joaquin Valley
24 and is shown on the map attached hereto as Exhibit A and incorporated herein by reference as if
25 set forth in full. The Tracy Subbasin is located in eastern Contra Costa County and in San
26 Joaquin County, and Alameda County. The portion of the Basin within Contra Costa County is
27 referred to herein as the “**East CC Basin**,” the portion of the Basin within San Joaquin County is
28 referred to herein as the “**SJ Basin**,” and the portion of the Basin within Alameda County is
29 referred to herein as the “**Alameda Basin**.” The Parties collectively overlie all of the East CC
30 Basin.

31 C. Under SGMA, one or more local agencies may form a groundwater sustainability agency
32 (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other
33 agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA
34 within all or a portion of that Party’s boundary. The Parties further desire to develop a
35 governance structure for the East CC Basin to be considered during development of the
36 groundwater sustainability plan (a “**GSP**”) for the East CC Basin (the “**East CC Basin GSP**”).
37 The Parties further desire to resolve areas of jurisdictional overlap so that no two Parties serve as
38 GSAs over the same area. The purpose of this MOU is to coordinate the Parties’ activities
39 related to each Party becoming a GSA, development of the East CC Basin GSP, and each Party’s
40 future consideration of whether to adopt a GSP for the East CC Basin.

41 D. The Parties wish to collaborate in an effort to ensure sustainable groundwater
42 management for the East CC Basin, manage the groundwater basin as efficiently as practicable
43 balancing the financial resources of the agencies with the principles of effective and safe
44 groundwater management, while retaining groundwater management authority within their
45 respective jurisdictions. The Parties desire to share responsibility for East CC Basin

46 management under SGMA. The Parties recognize that the key to success in this effort will be
47 the coordination of activities under SGMA, and the collaborative development of the East CC
48 Basin GSP, which each Party may consider adopting and implementing within its GSA
49 management area. The Parties also will need to confer with GSAs for the SJ Basin and Alameda
50 Basin regarding the terms of an agreement that coordinates the East CC Basin GSP with the
51 GSP(s) of the GSA(s) for the SJ Basin and the Alameda Basin.

52 E. The Basin has been designated by the California Department of Water Resources
53 (“DWR”) as a medium-priority groundwater basin, which, under the terms of SGMA, means that
54 the Parties must submit an East CC Basin GSP to DWR by January 31, 2022.

55 F. The Parties wish to memorialize their commitments by means of this MOU.

56 Understandings

57 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon
58 execution of this MOU by all eight of the parties, and this MOU shall remain in full force
59 and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date
60 upon which the Parties submit an East CC Basin GSP to DWR, or (iii) the date upon
61 which the Parties then party to the MOU execute a document jointly terminating the
62 provisions of this MOU. An individual Party’s obligations under this MOU terminate
63 when the Party withdraws from the MOU in accordance with Section 4.

64 2. *Development of the GSP*

65 a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees
66 to take the necessary actions to become the GSA for all or a portion of that area of
67 the East CC Basin that it overlies, as shown on Exhibit B, attached hereto, no later

68 than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the
69 Parties' individual elections to become GSAs and this MOU to DWR prior to
70 April 1, 2017, or shortly thereafter. The Parties further agree to develop a
71 governance structure for the East CC Basin to be considered during development
72 of the East CC Basin GSP

73 b. *Single GSP.* The Parties will collaborate to develop a single East CC Basin GSP
74 that, at a minimum, satisfies the GSP requirements in the SGMA and the
75 regulations promulgated under the SGMA. The East CC Basin GSP must include
76 an analysis of implementation costs and revenue sources, and must include an
77 analysis of governance structure options. The East CC Basin GSP shall be drafted
78 in a manner that preserves, and does not purport to supersede, the land use
79 authority of each city or county, or the statutory authority of each special district,
80 that is a party to this MOU. The East CC Basin GSP must include provisions for
81 consultation between a GSA and any public agency that the GSA overlaps before
82 the GSA takes any action that may relate to that public agency's exercise of its
83 statutory authority. Unless the Parties later agree otherwise, it is intended that the
84 East CC Basin GSP will be implemented by each Party within its respective GSA
85 management area, and that the Parties will coordinate their implementation of the
86 East CC Basin GSP. The Parties will endeavor to negotiate terms of an
87 agreement with the GSA(s) for the SJ Basin and the Alameda Basin, to ensure
88 that the East CC Basin, SJ Basin, and Alameda Basin GSAs' GSP(s) are
89 coordinated consistent with the SGMA. If the terms of that MOU are negotiated,
90 the Parties will ask their governing bodies to consider approving the MOU.

91 c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement
92 that GSA management areas not overlap, the Parties agree that there are no
93 overlapping GSA management areas, as shown on Exhibit B. This MOU does not
94 purport to limit any Party's legal authority to utilize and deliver groundwater or
95 surface water throughout its jurisdictional boundary (as may be amended from
96 time-to-time), which may include area outside of a Party's management area
97 shown on Exhibit B.

98 d. *Cooperation of Efforts.* The Parties will designate staff who will endeavor to
99 meet monthly or more frequently if necessary to develop the terms of the East CC
100 Basin GSP in an expeditious manner.

101 e. *Financing .*

102 (1) The outside technical/consultant costs associated with developing the East CC
103 Basin GSP ("GSP Costs") will be shared equally among the Parties. However,
104 the County, at its sole discretion, may satisfy its share of GSP Costs by providing
105 in-kind services, which may include mapping, graphics, and database
106 management services.

107 (2) The \$118,300 contract with Luhdorff and Scalmanini dated April 1, 2015, for
108 SGMA technical support has been paid one-fifth each by BBID, Brentwood,
109 DWD, ECCID and Discovery Bay. Antioch and CCWD agree that within 60 days
110 of the effective date of this MOU, they shall reimburse BBID, Brentwood, DWD,
111 ECCID and Discovery Bay each \$3,380 in order to reallocate the \$118,300
112 contract cost into one-seventh portions.

113 f. *Approval of the GSP.* The Parties agree that the East CC Basin GSP will become
114 effective for each Party when all of the Parties adopt the East CC Basin GSP.

115 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or
116 affect any Party's water rights or any Party's obligations under any agreement, contract
117 or memorandum of understanding/agreement entered into prior to the effective date of
118 this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to
119 any Party. Each Party to this MOU reserves any and all claims and causes of action
120 respecting its water rights and/or any agreement, contract or memorandum of
121 understanding/agreement; any and all defenses against any water rights claims or claims
122 under any agreement, contract or memorandum of understanding/agreement.

123 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing
124 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to
125 each of the other Parties.

126 a. A Party shall not be fiscally liable for expenditures following its withdrawal from
127 this MOU, provided that the Party provides written notice at least sixty (60) days
128 prior to the effective date of the withdrawal. A withdrawal shall not terminate, or
129 relieve the withdrawing Party from, any express contractual obligation to another
130 Party to to this MOU or to any third party incurred or encumbered prior to the
131 withdrawal.

132 b. In the event of a Party's withdrawal, this MOU shall continue in full force and
133 effect among the remaining Parties. Further, a Party's withdrawal from this MOU
134 does not, without further action by that Party, have any effect on the withdrawing
135 Party's decision to be a GSA. A withdrawing Party shall coordinate the

136 development of its groundwater sustainability plan with the other Parties to this
137 MOU.

138 5. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary
139 actions referenced in this MOU, including but not limited to electing to become a GSA
140 and adopting the East CC Basin GSP. Each Party, as a lead agency under the California
141 Environmental Quality Act (“CEQA”), shall be responsible for complying with all
142 obligations under CEQA that may apply to the Party’s future discretionary actions
143 pursuant to this MOU, including electing to become a GSA and adopting the East CC
144 Basin GSP.

145 6. *Books and Records*. Each Party shall have access to and the right to examine any of the
146 other Party’s pertinent books, documents, papers or other records (including, without
147 limitation, records contained on electronic media) relating to the performance of that
148 Party’s obligations pursuant to this Agreement, *providing that* nothing in this paragraph
149 shall be construed to operate as a waiver of any applicable privilege and *provided further*
150 that nothing in this paragraph shall be construed to give either Party rights to inspect the
151 other Party’s records in excess of the rights contained in the California Public Records
152 Act.

153 7. *General Provisions*

154 a. *Authority*. Each signatory of this MOU represents that s/he is authorized to
155 execute this MOU on behalf of the Party for which s/he signs. Each Party
156 represents that it has legal authority to enter into this MOU and to perform all
157 obligations under this MOU.

180 severable. However, in lieu thereof, there shall be added a provision as similar in
181 terms to such illegal, invalid or unenforceable provision as may be possible and
182 be legal, valid and enforceable.

183 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a
184 continuing waiver or a waiver of any subsequent breach either of the same or of
185 another provision of this MOU and forbearance to enforce one or more of the
186 remedies provided in this MOU shall not be deemed to be a waiver of that
187 remedy.

188 i. *Necessary Actions.* Each Party agrees to execute and deliver additional
189 documents and instruments and to take any additional actions as may be
190 reasonably required to carry out the purposes of this MOU.

191 j. *Compliance with Law.* In performing their respective obligations under this
192 MOU, the Parties shall comply with and conform to all applicable laws, rules,
193 regulations, and ordinances.

194 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the
195 Agreement, and their officers, agents and employees, free and harmless from any
196 costs or liability imposed upon any other Party, officers, agents, or employees
197 arising out of any acts or omissions of its own officers, agents or employees.

198 l. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any
199 non-Party or in any member of the public as a third party beneficiary.

A14

200 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of
201 which shall be deemed to be an original, but all of which together shall constitute
202 but one and the same instrument.

203 n. *Notices.* All notices, requests, demands or other communications required or
204 permitted under this MOU shall be in writing unless provided otherwise in this
205 MOU and shall be deemed to have been duly given and received on: (i) the date
206 of service if served personally or served by electronic mail or facsimile
207 transmission on the Party to whom notice is to be given at the address(es)
208 provided below, (ii) on the first day after mailing, if mailed by Federal Express,
209 U.S. Express Mail, or other similar overnight courier service, postage prepaid, and
210 addressed as provided below, or (iii) on the third day after mailing if mailed to the
211 Party to whom notice is to be given by first class mail, registered or certified,
212 postage prepaid, addressed as follows:

213

214 **City of Antioch**

215 City Manager

216 P.O. Box 5007

217 Antioch, CA 94531-5007

218 Telephone: (925) 779-7011

219 Facsimile: (925) 779-7003

220

221

222

223 **City Of Brentwood**
224 City Manager
225 150 City Park Way
226 Brentwood, CA 94513
227 Phone: (925) 516-5400
228 Fax: (925) 516-5441

229
230 **Byron Bethany Irrigation District**
231 General Manager
232 7995 Bruns Road
233 Byron, CA 94514-1625
234 Telephone: (209) 835-0375
235 Facsimile: (209) 835-2869

236
237
238 **Contra Costa Water District**
239 General Manager
240 Contra Costa Water District
241 P. O. Box H20
242 Concord, CA 94524
243 Phone (925) 688-8032
244 Fax (925) 688-8197

245
246

247

248

Contra Costa County

249

Director, Department of Conservation and Development

250

30 Muir Road

251

Martinez, CA 94553

252

Phone (925) 674-7866

253

254

Diablo Water District

255

Attn: General Manager

256

P.O. Box 127

257

87 Carol Lane

258

Oakley, CA 94561

259

Phone: (925) 625-3798

260

Fax: (925) 625-0814

261

262

263

East Contra Costa Irrigation District

264

General Manager

265

1711 Sellers Avenue

266

Brentwood, CA 94513

267

Phone: (925) 634-3544

268

Fax: (925) 634-0897

269

270

271 **Discovery Bay Community Services District**

272 C/O: Mike Davies, General Manager

273 1800 Willow Lake Road

274 Discovery Bay, CA 94505-9376

275 Telephone: (925) 634-1131

276 Facsimile: (925) 513-2705

277

278 8. Signatures. The Following signatures attest each Party's agreement hereto.

279 **CITY OF ANTIOCH**

280

281 By: _____ Date: _____

282 Ron Bernal, Interim City Manager

283 APPROVED AS TO FORM:

284

285 By: _____ Date: _____

286 Michael Vigilia, City Attorney

287

288 **CITY OF BRENTWOOD**

289

290 By: _____ Date: _____

291 Gustavo "Gus" Vina, City Manager

292

293 APPROVED AS TO FORM:

294

295 By: _____ Date: _____

296 Damien Brower, City Attorney

297

298 **BYRON BETHANY IRRIGATION DISTRICT**

299

300 By: _____

Date: _____

301 Rick Gilmore, General Manager

302

303 **CONTRA COSTA WATER DISTRICT**

304

305 By: _____

Date: _____

306 Jerry Brown, General Manager

307

308 APPROVED AS TO FORM:

309

310 By: _____

Date: _____

311 District Legal Counsel

312

313 **CONTRA COSTA COUNTY**

314

315 By: _____

Date: _____

316 John Kopchik, Director of

317 Conservation and Development

318 APPROVED AS TO FORM:

319 Sharon L. Anderson, County Counsel

320

321 By: _____

Date: _____

322 Deputy County Counsel

323

324 **DIABLO WATER DISTRICT**

325

326 By: _____

Date: _____

327 Mike Yeraka, General Manager

328

329 **EAST CONTRA COSTA IRRIGATION DISTRICT**

330

331 By: _____ Date: _____

332 Patricia A. Corey, General Manager

333

334 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

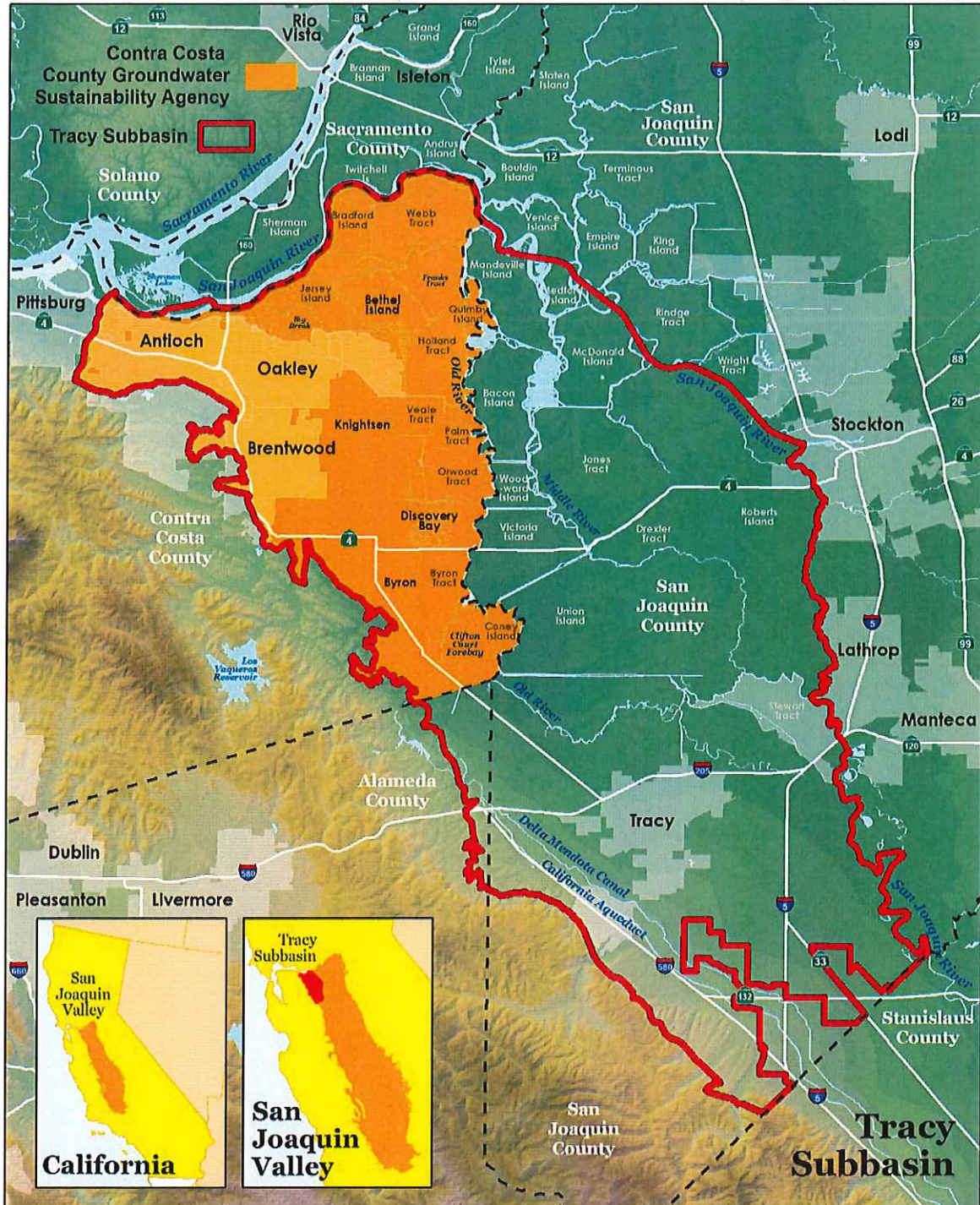
335

336 By: _____ Date: _____

337 Michael R. Davies, General Manager

A20

Exhibit A - Contra Costa County Groundwater Sustainability Agency Formation



Map created 03/16/2017
 by Contra Costa County Department of Conservation
 and Development, GIS Group
 30 Muir Road, Martinez, CA 94553
 37.59-41.791N 122.07-03.750W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.




A21



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Interim City Manager

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Appointing Ron Bernal as Interim City Manager; and
- 2) Approving the Interim City Manager Employment Agreement; and
- 3) Amending the Fiscal Year 2017 General Fund Operating Budget for the Cost of an Interim City Manager.

STRATEGIC PURPOSE

The recommended action supports **Long Term Goal L:** City Administration. Provide exemplary City administration.

FISCAL IMPACT

Although the City Manager position is an existing budgeted full-time position, with the termination and severance package of the prior City Manager, the cost of an Interim City Manager position is not budgeted for and will require a General Fund budget amendment for the increase in pay the Assistant City Manager will be receiving as the Interim in the amount of \$13,207. This represents the cost through June 30, 2017. The cost of having to pay for two City Manager positions in Fiscal Year 2018 (the permanent replacement of the City Manager and the severance package of the prior City Manager) is being built into the preliminary budget that will be brought forth to Council next month.

DISCUSSION

Since the prior City Manager announced a tentative retirement date of August 2017, on January 24, 2017, the City Council began a recruitment process for the position of City Manager by forming the City Manager Ad Hoc Recruitment Committee comprised of Mayor Pro Tem Lamar Thorpe and Council Member Lori Ogorchock to choose a recruitment firm for City Manager recruitment services.

On March 14, 2017, the City Council decided to terminate the prior City Manager's contract and have the Assistant City Manager/Public Works Director/City Engineer, Ron

Bernal assume the City Manager's duties. Since Ron Bernal has been working closely with the prior City Manager, Steve Duran, City Council desires to appoint him as Interim City Manager to assure a smooth transition while continuing the search for the position of City Manager.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Interim City Manager Employment Agreement

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING THE INTERIM CITY MANAGER, RON BERNAL, APPROVING THE
EMPLOYMENT AGREEMENT WITH INTERIM CITY MANAGER, AND AMENDING
THE FISCAL YEAR 2017 GENERAL FUND OPERATING BUDGET FOR
THE COST OF AN INTERIM CITY MANAGER POSITION**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, the City would like continued focused, timely, and targeted recruitment efforts specific to the City Manager position; and

WHEREAS, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed; and

WHEREAS, on March 28, 2017 the City Council of the City of Antioch will appoint Ron Bernal as Interim City Manager effective March 15, 2017; and

WHEREAS, the City Council and Ron Bernal desire to memorialize in a written Agreement certain benefits, terms and conditions of Ron Bernal’s employment; and

WHEREAS, the Fiscal Year 2017 General Fund Operating Budget is required to be amended in the amount of \$13,207 for the cost of the appointment of an Interim City Manager.

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

Section 1: Ron Bernal is hereby appointed to the position of Interim City Manager.

Section 2: The Employment Agreement with Interim City Manager Ron Bernal attached to this Resolution as “Exhibit A” is hereby approved and effective March 15, 2017 and the Mayor is authorized to execute this Agreement.

Section 3: The Fiscal Year 2017 General Fund Operating Budget is hereby deemed to be amended in the amount of \$13,207.

* * * * *

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 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

EMPLOYMENT AGREEMENT

(INTERIM CITY MANAGER)

THIS AGREEMENT is made and entered into this 28TH day of March, 2017 by and between the City of Antioch ("CITY"), and Ron Bernal ("Employee").

- A. On March 28, 2017 the governing body of the City of Antioch (hereinafter referred to as "the City Council"), appointed Employee as Interim City Manager effective March 15, 2017 ("Start Date"); and
- B. City Council and Employee desire to memorialize in this Agreement certain benefits, terms and conditions of employment of Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the foregoing recitals that are incorporated into this Agreement, the parties agree as follows:

- 1. Employment.** City hereby agrees to employ Employee as Interim City Manager of the City of Antioch commencing on the Start Date, to serve at the pleasure of the City Council subject to the terms and conditions set forth in this Agreement.
- 2. Term.** This Agreement shall be in effect from March 15, 2017, and may be terminated only according to its terms. If this Agreement has not been terminated before September 15, 2017, the City Council will meet to discuss its terms.
- 3. Duties.** Commencing on the Start Date, Employee shall perform the functions and duties of the City Manager identified in State Law, Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and such other legally permissible and proper duties and functions consistent with the office of the City Manager, as the City Council assigns.
- 4. Salary.** City agrees to pay the Employee for services rendered a starting salary in the sum of Eighteen Thousand and Forty-Six Dollars (\$18,046) per month commencing on the Start Date, payable in installments at the same time and in the same manner as other career City employees. City agrees to consider increases to the salary base by the same percentage and amounts, and at the same time and same manner, as those approved for Executive Management employees as set forth in the current City of Antioch Management Benefit Document, subject to City Council approval.
- 5. Benefits/Retirement.** The sums payable to Employee under this Agreement are in addition to all other fringe benefits, retirement plans and contributions, expense and subsistence allowances, leaves, reimbursements and allowances, and other perquisites Employee receives as those approved for Executive Management employees as set forth in the current City of Antioch Management Benefit Document.

6. Termination

- a. **Mutual Consent.** This Agreement may be terminated at any time upon the mutual, written agreement of both City and Employee.
- b. **By Employee.** Employee may terminate this Agreement at any time by giving City not less than forty-five (45) days prior written notice.
- c. **By City.** City may terminate this Agreement with or without cause, upon the affirmative voted of not less than three members of the City Council.
- d. **Upon Hiring of City Manager.** When the City Council hires a City Manager, this Agreement will terminate on the day prior to the City Manager's start date.

7. Return Rights to Previous Position

Employee shall have full return rights to the position of Assistant City Manager/Director of Public Works/City Engineer or Director of Public Works/City Engineer if this Agreement is terminated pursuant to Paragraph 6.

8. Nondiscrimination

Employee agrees not to unlawfully discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religion, sex, national origin, age, marital status, physical disability, sexual orientation, or any other characteristic protected under applicable law.

9. General Provisions.

- a. **Entire Agreement.** The written Agreement contains the entire understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties and as such, is fully integrated. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party.
- b. **Severability.** If any portion of this Agreement or the application thereof is held unconventional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.
- c. **Amendments.** This Agreement may be amended only in writing and duly authorized and executed by both parties.
- d. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the County of Contra Costa.

10. Notices

Notices pursuant to this Agreement shall be given by depositing such notice in the custody of the United States postal service, postage prepaid, addressed as follows:

City Clerk
City of Antioch
Third & H Street
Antioch, CA 94509

Ron Bernal

Alternatively, any notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice at the date such notice is given. Notice shall be deemed given as of the date of personal service or on the third day after deposit of such written notice with the United States postal service.

The parties have executed this Agreement the day and year first written above.

EMPLOYEE

Ron Bernal

CITY OF ANTIOCH

By: _____
Sean Wright, Mayor

Approved as to Form:

Michael Vigilia
City Attorney

Attest:


Arne Simonsen
City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving a New Class Specification for Deputy Public Works Director II and Assistant City Engineer II, Assigning a Salary Range, Assigning the Classification to the Management (Senior) Bargaining Unit.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Class Specification of Deputy Public Works Director II and Assistant City Engineer II.
- 2) Assigning the Deputy Public Works Director II and the Assistant City Engineer II classification to a salary range and to the Management (Senior) Bargaining Unit.

STRATEGIC PURPOSE

Strategy L-10: Effective and efficient management of all aspects of Human Resources Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

Strategy L-11: Short Term Objective: Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

The new class specification of Deputy Public Works Director II will be assigned a monthly salary range of \$10,127 - \$12,308 and the new class specification of Assistant City Engineer II will be assigned a salary range of \$10,633 - \$12,923. These class specifications will be internal recruitments and will only be in effect when the Public Works Director/City Engineer is in a multi-faceted position such as Assistant City Manager/[Department Director] or Interim City Manager. Upon hiring of a Public Works Director/City Engineer, both of these class specifications will be removed from the class specification list and the internal candidates will move back to their prior position.

DISCUSSION

On March 14, 2017, the City Council terminated the employment agreement of City Manager Steve Duran. Assistant City Manager/Public Works Director/City Engineer, Ron

Bernal immediately assumed the duties of the City Manager. With the appointment of the Public Works Director/City Engineer to Assistant City Manager/Public Works Director/City Engineer, the current Deputy Public Works Director and Assistant City Engineer have taken on additional duties from the Public Works Director/City Engineer since April 6, 2016. Since the Deputy Public Works Director and Assistant City Engineer will continue their additional duties, the class specifications of Deputy Public Works Director II and Assistant City Engineer II will include the additional duties until the Public Works Director/City Engineer is hired.

Some of the duties of the Deputy Public Works Director II are:

- Greater signing authority and oversight for department purchases up to \$25,000
- Signing authority for all timesheets, personnel action forms, requisitions, etc.
- Oversee Public Works Maintenance budget preparation, department goals, objective and priorities and provide regular oversight and monitoring.
- Chair bi-weekly Manager's and Superintendent's Meetings, and monthly Central Safety Committee Meetings.
- Oversee preparation of weekly and quarterly City Manager's Reports.
- Oversee preparation and submittal of all City Council Staff Reports.
- Attend City Council and Parks and Recreation Commission Meetings and present Public Works Maintenance staff reports and presentations.
- Oversee Public Works Administration Division and assist Assistant City Engineer in overseeing GIS group.
- In conjunction with Parks and Recreation Director, oversee research and preparation of Antioch Park and Playground Condition Assessment for presentation to the City Council and inclusion in the 5-Year CIP.
- Respond to and resolve most difficult and sensitive citizen inquiries and complaints.

Some of the duties of the Assistant City Engineer II are:

- Greater signing authority and oversight for department purchases up to \$25,000
- Signing authority for all timesheets, personnel action forms, requisitions, etc.
- Oversee Public Works CIP and Engineering Division budget preparation, department goals, objective and priorities and provide regular oversight and monitoring.
- Chair weekly CIP and Development and Engineering Meetings.
- Serve in lead role in all CIP and Engineering meetings with applicants, developers and engineers.
- Oversee preparation of weekly and quarterly City Manager's Reports.
- Take lead role for conditions of approvals, development agreements, and subdivision agreements for new developments including signing CIP project plans and specifications, and Subdivision Improvement Plans.
- Oversee Community Facilities Districts and Benefits Districts.
- Oversee preparation and submittal of all City Council Staff Reports.
- Attend City Council Meetings and present Public Works CIP and Engineering staff reports and presentations.

- Lead preparation and sign Street Light and Landscape Maintenance District Engineer's Report.
- Close Out Assessment District 27/31 and Assessment District 26.

When an internal candidate is hired for either of these positions, there will not be a backfill of their current position. As stated in the fiscal impact section, upon hiring of a Public Works Director/City Engineer, both of these class specifications will be removed from the class specification list and the internal candidates will move back to their prior positions.

ATTACHMENTS

A. Resolution

- Exhibit A to Resolution – Deputy Director Public Works II Class Specification
- Exhibit B to Resolution – Assistant City Engineer II Class Specification

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR DEPUTY DIRECTOR PUBLIC
WORKS II AND ASSISTANT CITY ENGINEER II, ASSIGNING A SALARY RANGE,
AND ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT
(SENIOR) BARGAINING UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, staff has determined that a new classification of Deputy Director Public Works II and Assistant City Engineer II is needed; and

WHEREAS, for internal equity purposes, the recommended salary range for the Deputy Director Public Works II classification is \$10,127 - \$12,308 and the recommended salary range for the Assistant City Engineer II is \$10,633 - \$12,923 per month; and

WHEREAS, the Management Bargaining Unit has reviewed and approved the Class Specification for Deputy Director Public Works II and Assistant City Engineer II; and

WHEREAS, the Deputy Director Public Works II and Assistant City Engineer II should be assigned to the Management (Senior) Bargaining Unit.

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

Section 1. That the Class Specification for the classification of Deputy Director Public Works II and Assistant City Engineer II, attached hereto as Exhibit "A" and Exhibit "B"; be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the Deputy Director Public Works II classification be assigned a monthly salary range of \$10,127 - \$12,308 and that the Assistant City Engineer II be assigned a monthly salary range of \$10,633 - \$12,923; and

Section 3. That the Deputy Director Public Works II classification and the Assistant City Engineer II classification be assigned to the Management (Senior) Bargaining Unit.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

DEPUTY PUBLIC WORKS DIRECTOR II

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

SUMMARY DESCRIPTION

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Operations Division and Collection Systems/NPDES Division within the Public Works Department including streets, fleet, parks and landscape, facilities and marina sections, wastewater and storm water systems; coordinates assigned activities with other divisions, departments, and outside agencies; provides highly responsible and complex administrative support to the Public Works Director; and serves as second in charge of the Public Works Department and acts as the Public Works Director in his/her absence.

REPRESENTATIVE DUTIES

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

1. Participate in the overall management of the Public Works Department; assume day-to-day management responsibility for the Operations Division including streets, fleet, parks and landscape, facilities and marina sections; wastewater and storm water systems for the Collections Systems/NPDES Division.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned service areas, programs, and operations; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for operations staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
6. Oversee and participate in the development and administration of the division's annual budget; in association with the Public Works Director, participate in the development and administration of the Public Works Department budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
7. Oversee and administer the daily operations of the streets, fleet, parks and landscape, facilities and marina sections; and wastewater and storm water systems division in compliance with guidelines, requirements, and regulations; oversee the submittal of required reports.
8. Oversee the establishment, implementation, and monitoring of a preventive maintenance program with responsibility for division staff and equipment to include inspection, cleaning, and repair of the City's assets relating to the wastewater collection and storm water systems.
9. Oversee preparation and submittal of regular operations and maintenance reports and required regulatory reports to consultant and local, state, and federal agencies; ensure compliance with local, state, and federal regulations.

CITY OF ANTIOCH
DEPUTY DIRECTOR PUBLIC WORKS (CONTINUED)

10. Establish management reporting systems and ensure the availability of accurate data for the Computerized Maintenance Management System (CMMS); work with engineering staff to develop and implement capital projects for improvements and expansion of the collection and storm water systems.
11. Develop bid specs and obtain and review bids for chemicals, supplies, and outside contractual services, monitor and approve equipment purchases; order supplies and initiate purchase orders; assist staff in developing specification as necessary.
12. Serve as the liaison for the Operations and Collections Systems/NPDES Divisions with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
13. Oversee and inspect public works facilities and infrastructures; visits work sites to monitor progress and quality of work performed, provide direction, and assist in resolving problems encountered in the field.
14. Oversee safety programs for assigned sections and work groups; assist with action planning for safety programs.
15. Serve as the liaison for the Operations Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
16. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
17. Provide responsible staff assistance to the Public Works Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to planning programs, policies, and procedures as appropriate.
18. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of public works; incorporate new developments as appropriate.
19. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
20. Serve as the Public Works Director as required.
21. Perform related duties as required.

ADDITIONAL DUTIES AND RESPONSIBILITIES

- Greater signing authority and oversight for department purchases up to \$25,000
- Signing authority for all timesheets, personnel action forms, requisitions, etc.
- Oversee Public Works Maintenance budget preparation, department goals, objective and priorities and provide regular oversight and monitoring.
- Chair bi-weekly Manager's and Superintendent's Meetings, and monthly Central Safety Committee Meetings.
- Oversee preparation of weekly and quarterly City Manager's Reports.
- Oversee preparation and submittal of all City Council Staff Reports.
- Attend City Council and Parks and Recreation Commission Meetings and present Public Works Maintenance staff reports and presentations.
- Oversee Public Works Administration Division and assist Assistant City Engineer in overseeing GIS group.
- In conjunction with Parks and Recreation Director, oversee research and preparation of Antioch Park and Playground Condition Assessment for presentation to the City Council and inclusion in the 5-Year CIP.
- Respond to and resolve most difficult and sensitive citizen inquiries and complaints.

QUALIFICATIONS

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

Knowledge of:

- Operational characteristics, services, and activities of assigned public works maintenance operations and program areas including street maintenance, fleet services, parks and landscape maintenance, facility maintenance and marina maintenance; a comprehensive municipal collections system and NPDES program functions and program areas.
- Advanced methods, practices, procedures and materials used in the construction maintenance, operation, repair and improvement of municipal street, fleet, parks and landscape, facilities and marina; wastewater collection, storm channels and related facilities.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of project management, administration, and coordination.
- Modern methods, tools, equipment, materials, and work practices utilized in public works maintenance operations and service areas including street maintenance, fleet services, and parks maintenance.
- Types and level of maintenance and repair activities generally performed in a public works maintenance operations and program areas, including street maintenance, fleet services, and parks maintenance.
- Geography and public works systems of the City.
- Principles of business letter writing and report preparation.
- Occupational hazards and standard safety precautions.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Oversee and participate in the management of multiple sections, work groups, and/or service areas within a comprehensive public works operations division, collection systems, and NPDES program.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of goals, objectives, and procedures for assigned areas of responsibility.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Oversee and participate in the completion of data, maintenance of records and files, and the preparation of clear and concise administrative and financial reports.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Ensure adherence to established safety rules, regulations and guidelines.
- Oversee and participate in the provision of a high level of customer service to internal and external customers.

- Respond to requests and inquiries from the general public; tactfully and courteously represent the Public Works Department during public contacts.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in construction, business administration, public administration, or a closely related field; or

Experience:

Six years of broad and extensive experience in public works development and maintenance activities or related service delivery operations, including two years of administrative and supervisory responsibility.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with some travel to different sites; incumbents may be exposed to inclement weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

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

FLSA: Exempt

March 2017

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

ASSISTANT CITY ENGINEER II

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

SUMMARY DESCRIPTION

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Engineering & Development Services and Capital Improvement Divisions within the Public Works Department including land development, traffic and transportation engineering, and capital projects engineering; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Director of Public Works/City Engineer.

REPRESENTATIVE DUTIES

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

1. Assume management responsibility for the City engineering services and activities performed by the Engineering & Development Services and Capital Improvement Divisions including land development, engineering design and administration of the Subdivision Map Act, traffic and transportation engineering activities, implement design and construction of all capital improvement projects by staff or consultant engineers; the City's storm water program (NPDES); the City's Assessment Districts; and the City's construction inspection program.
2. Perform advanced levels of traffic engineering studies; complaint investigation; plan review; signal system design, monitoring and control; field engineering and inspection of signals and other traffic control devices.
3. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
4. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
5. Plan, direct, coordinate, and review the work plan for engineering staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
6. Select, train, motivate, and evaluate engineering personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of each division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
8. Coordinate activities with planners, building inspectors and other City staff; to advise the Planning Commission and other City boards and commissions.
9. Oversee all activities related to subdivision plan checking; improvement construction; traffic engineering; the storm water program; design and construction activities; and contract proposals

CITY OF ANTIOCH
ASSISTANT CITY ENGINEER (CONTINUED)

for activities involved in the City's engineering and construction activities; and insure the overall quality of professional engineering.

10. Conduct comprehensive engineering analysis of land development, traffic, and storm water related problems.
11. Establish benefit districts within the City and determine how costs will be distributed.
12. Plan and track projects.
13. Establish and maintain liaison with appropriate governmental agencies, private firms, organizations or individuals to assist in achieving City objectives and ensuring compliance with appropriate laws and technical standards affecting engineering activities; negotiate solutions to disputes between the City and developers or other parties.
14. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence; make presentations to the City Council, Planning Commission, Design Review Board and other groups as necessary.
15. Provide responsible staff assistance to the department Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to engineering programs, policies, and procedures as appropriate.
16. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of transportation and land development engineering; incorporate new developments as appropriate.
17. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
18. May act as Director of Public Works/City Engineer in the Director's absence.
19. Perform related duties as required.

ADDITIONAL DUTIES AND RESPONSIBILITIES

- Greater signing authority and oversight for department purchases up to \$25,000
- Signing authority for all timesheets, personnel action forms, requisitions, etc.
- Oversee Public Works CIP and Engineering Division budget preparation, department goals, objective and priorities and provide regular oversight and monitoring.
- Chair weekly CIP and Development and Engineering Meetings.
- Serve in lead role in all CIP and Engineering meetings with applicants, developers and engineers.
- Oversee preparation of weekly and quarterly City Manager's Reports.
- Take lead role for conditions of approvals, development agreements, and subdivision agreements for new developments including signing CIP project plans and specifications, and Subdivision Improvement Plans.
- Oversee Community Facilities Districts and Benefits Districts.
- Oversee preparation and submittal of all City Council Staff Reports.
- Attend City Council Meetings and present Public Works CIP and Engineering staff reports and presentations.
- Lead preparation and sign Street Light and Landscape Maintenance District Engineer's Report.
- Close Out Assessment District 27/31 and Assessment District 26.

QUALIFICATIONS

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

Knowledge of:

- Operational characteristics, services, and activities of a land development engineering program.
- Principles and practices of civil engineering, including planning, plan checking, construction, and inspection.
- Principles and practices of program development and administration.
- Advanced principles and practices of traffic and transportation engineering, design, operation, and maintenance.
- Principles and practices of civil engineering, including their application to the design, construction and inspection of municipal public works.
- Principles and laws governing public works contract administration and public safety.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Methods and techniques of public relations.
- Land development including planning and analysis of engineering systems needed for the use of land including streets, highways, sewage, water facility, storm drains, grading, land use and utilities.
- Construction inspection, materials and methods.
- Occupational hazards and standard safety practices.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Oversee and participate in the management of a comprehensive land development engineering program.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer assessment districts and land-based financing districts.
- Explain City practices and objectives to appropriate public and private agencies, organizations and individuals.
- Deal tactfully and effectively with the public, staff, other public and private agencies, contractors and private engineers.
- Make complex structural, hydraulic, traffic and other engineering calculations
- Make clear, concise and accurate public oral presentations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

CITY OF ANTIOCH
ASSISTANT CITY ENGINEER (CONTINUED)

A Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

Experience:

Five years of increasingly responsible civil engineering experience including two years of administrative and supervisory responsibility.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of Registration as a Professional Civil Engineer in the State of California, or if a registered Civil Engineer in another state, the ability to obtain registration as a Civil Engineer in the State of California within one (1) year of appointment.

Possession of registration as a Professional Traffic Engineer in the State of California is desirable.

Possession of registration as a Practicing Land Surveyor in the State of California is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

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

FLSA: Exempt

March 2017


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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving One (1) Deputy Public Works Director II Position and One (1) Assistant City Engineer II Position and Authorizing the Appropriate Budget Adjustment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving one (1) Deputy Public Works Director II position and one (1) Assistant City Engineer II position, and authorize the appropriate budget adjustment.

STRATEGIC PURPOSE

Long Term Goal L: City Administration. Provide exemplary City Administration.

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-10: Effective and efficient management of all aspects of Human Resources Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

Strategy L-11: Short Term Objective: Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

The salary range (without benefits) for one (1) full-time Public Works Director II in the Public Works Department is \$121,519 - \$147,695. The total annual range of cost of funding (1) Public Works Director II is (Step A – Step E) \$202,105 - \$242,200. The salary range (without benefits) for one (1) full-time Assistant City Engineer II position in the Public Works Department is \$127,591 – \$155,074. The total annual range of cost of funding (1) Assistant City Engineer II is (Step A – Step E) \$212,991 – \$255,090. Since these positions will be recruited as internal/promotional, the cost to all funds will be less as the position of the internal/promotional employee will not be backfilled. These class specifications and appropriations will only be in effect when the Public Works Director/City Engineer is in a multi-faceted position such as Assistant City Manager/[Department Director] or Interim City Manager. As such, a Fiscal Year 2017 budget amendment of \$5,963 will be required for the cost differential of the promoted positions through June 30, 2017. Of this amount, \$2,035 will impact the General Fund. The budget impact for Fiscal Year 2018 will be built into the draft budget brought to

Council next month. Upon hiring of a Public Works Director/City Engineer, both of these class specifications will be removed from the class specification list and the internal candidates will move back to their prior position.

DISCUSSION

On March 14, 2017, the City Council terminated the prior City Manager's contract. Assistant City Manager/Public Works Director/City Engineer Ron Bernal immediately assumed duties of the City Manager as a consequence of his position as Assistant City Manager. Since Ron Bernal had been working closely with the prior City Manager, City Council desires to appoint him as Interim City Manager to assure a smooth transition while continuing the search for the position of City Manager.

With the appointment of the Public Works Director/City Engineer to Assistant City Manager/Public Works Director/City Engineer, the current Deputy Public Works Director and Assistant City Engineer have taken on additional duties from the Public Works Director/City Engineer since April 6, 2016. With the appointment of Assistant City Manager/Public Works Director/City Engineer Ron Bernal to Interim City Manager, this leaves a void in management for the Director of Public Works/City Engineer in the Public Works Department. Therefore, the Deputy Public Works Director and Assistant City Engineer will have to continue their additional duties. The class specifications of Deputy Public Works Director II and Assistant City Engineer II will include the additional duties until the Public Works Director/City Engineer is hired.

As stated in the fiscal impact section, this position will be recruited as internal/promotional as the position of the internal/promotional employee will not be backfilled. These class specifications and appropriations will only be in effect when the Public Works Director/City Engineer is in a multi-faceted position such as Assistant City Manager/[Department Director] or Interim City Manager. Upon hiring of a Public Works Director/City Engineer, both of these class specifications will be removed from the class specification list and the internal candidates will move back to their prior position.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING ONE (1) DEPUTY DIRECTOR PUBLIC WORKS II POSITION AND ONE
(1) ASSISTANT CITY ENGINEER II POSITION IN THE FY 2016/17 BUDGET AND
AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, the City would like continued focused, timely, and targeted recruitment efforts specific to the position and department needs; and

WHEREAS, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed.

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

Section 1. That one (1) Deputy Director Public Works II position is hereby approved to be funded in the fiscal year 2016/17 budget; and

Section 2. That one (1) Assistant City Engineer II position is hereby approved to be funded in the fiscal year 2016/17 budget; and

Section 2. The Finance Director is authorized to make the necessary adjustments to the fiscal year 2016/17 budget to effectuate this change.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: **REQUEST FOR FUNDING SPECIAL EVENTS IN FISCAL YEAR 2017-2018**

RECOMMENDED ACTION

It is recommended that the City Council receive and discuss the request for funding for special events that was submitted by the Celebrate Antioch Foundation for Fiscal Year 2017-2018 and provide direction to staff.

STRATEGIC PURPOSE

Long Term Goal G: Economic Development. Grow the City out of Recession

- **Strategy J-4:** Continue to focus on community enhancements

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

Direct funding for events is not budgeted. The City funded \$15,000 towards July 4th Fireworks in 2015 and \$20,000 in 2016. The City of Antioch provides support services for several approved special events including, but not limited to, parades and civic celebrations. Support services include police services and traffic management, the mobile stage set-up and tear-down, street barricades, permit processing and more. These services are included in department budgets. There is no funding budgeted for this request.

DISCUSSION

In 2015, the City Council approved a Special Event Policy that identified the community events approved to receive City support services, outlined a permit application process for all events, and provided direction for requesting sponsorship funding from the City. The July 4th Celebration and Holiday DeLites are included in the list of approved community events to receive support services. Celebrate Antioch Foundation submitted a request for direct funding for Fiscal Year 2017-2018 per the guidelines in the policy. They are requesting \$25,000 in direct funding to support the July 4th Celebration and Holiday DeLites in 2017.

Large-scale events such as July 4th were funded by the City before the recession; however, today there is no funding available in the General Fund or other funds for direct sponsorship of community events. The funds provided by the City for the last two fireworks presentations were not budgeted. The City does coordinate a small amount of citywide events, which are included in department budgets.

Attached is the request for funding from Celebrate Antioch Foundation that describes the events and their activities, as well as how they will utilize funding from the City of Antioch. City funding for July 4th will be directed towards fireworks, and the parade will receive support services as in previous years. Staff is preparing the Fiscal Year 2017-2019 Budget and requests direction to proceed with budget development.

ATTACHMENTS

- A. Celebrate Antioch Foundation Request for Funding
- B. Celebrate Antioch Foundation Budget
- C. City of Antioch Special Event Policy



Celebrate Antioch Foundation
PO Box 121, Antioch, CA 94509
ID# 46-1820212
www.celebrateantioch.org

City of Antioch
200 H Street
Antioch, Ca. 94509
Attention: Nancy Kaiser

Dear Nancy,

The Celebrate Antioch Foundation would like to thank you for your generous financial and in-kind support of our annual 4th of July celebrations and Christmas Holiday DeLites celebrations. As we go into our 6th year together we can be proud of what we have accomplished in providing safe and family oriented events that are enjoyed by thousands of Antioch citizens. Our public-private work together has ensured we can continue these important events for our community even in tough financial times.

This letter serves as our 2017 request for financial and in-kind support of our 4th of July events, (4th of July parade, Fairgrounds event and Fireworks) and your support of our Holiday DeLites Celebration and parade to be held December 2nd, 2017. We hope you will consider once again supporting these events with in-kind services and financial support of \$25,000. Your \$25,000 sponsorship would represent the City of Antioch as our 4th of July Fireworks sponsor and our Holiday DeLites Sponsor.

To help with your consideration is a recap of our 2016 events. Our 4th of July event started with our downtown parade, a proud Antioch tradition, where over 40 entries participated, from our local Boy Scouts to our local leaders, a good time was had by all. The parade was well attended and it was a grand way to start this patriotic day. Following the parade, citizens were invited to the free event at the Contra Costa County Fairgrounds where they could listen to live music, stroll the car show, (with

ATTACHMENT A

over 80 participants it was our largest car show to date), visit our many craft and food vendors or enjoy the Kid's Play Zone with their children. The hallmark of the day was at sunset with our Fireworks display that we believe rivals the best of the Bay Area! Our 2017 July 4th planning is well on its way, continuing with a downtown parade at 11am and 4pm event at the Contra Costa Fairgrounds. We have already secured our Fireworks vendor (same as last year). It looks to be another fantastic Fireworks show, parade and day's events.

Our 2016 Holiday DeLites Celebration and downtown parade was also very successful, with over 30 participants in our Holiday Parade and hundreds viewing the parade, and joining in on the City Holiday Tree Lighting. We were once again thrilled to have Santa and Mrs. Claus join us on their sleigh and provide an area for Santa to visit with Antioch's children. We also added a small ice rink this year and hope to expand on that in 2017. Our Holiday DeLites parade and tree lighting was followed by the annual lighted boat parade on the river. Each year we have coordinated with the organizers of the Boat parade to support each other and the timing of the day's events. We plan to work closely in 2017 with the Rivertown Business Association in our 2017 Holiday DeLites planning as well.

Thousands have attended our 4th of July and Holiday DeLite events over the last 5 years and we are so very proud that we have had no incidents or problems with safety or criminal actions.

I have attached for your review our Celebrate Antioch Foundation profit and loss statement for 2016 and to date. We hope you will continue supporting our efforts in bringing these inspirational city events to our community. We truly believe that events such as the 4th of July celebration and Holiday DeLites Celebration are a critical part of a healthy community and a source of pride for Antioch residents.

Please let me know if you need additional information or have questions or concerns. We look forward to continuing our work together to bring great events to Antioch's families!

Sincerely,
Joy Motts
Treasurer/Fundraising Chair Celebrate Antioch Foundation
925-813-0036

Celebrate Antioch Foundation
Profit & Loss 4th July
 January through December 2016

ATTACHMENT B

	4th of July	TOTAL
Ordinary Income/Expense		
Income		
Event	2,335.00	2,335.00
Direct Public Support		
Gifts in Kind - Goods	27,862.57	27,862.57
Individ, Business Contributions	36,100.00	36,100.00
Total Direct Public Support	63,962.57	63,962.57
Other Types of Income		
Miscellaneous Revenue	8.46	8.46
Total Other Types of Income	8.46	8.46
Program Income	2,120.00	2,120.00
Total Income	68,426.03	68,426.03
Gross Profit	68,426.03	68,426.03
Expense		
Car show		
Supplies	160.23	160.23
Equipment Rental & Maintenance	439.44	439.44
Total Car show	599.67	599.67
Event Entertainment		
Venue Security	6,320.00	6,320.00
Parade Trophies	1,355.14	1,355.14
Firework security	400.00	400.00
Kids Zone	338.55	338.55
Music	5,175.00	5,175.00
Fireworks	15,000.00	15,000.00
Event Entertainment - Other	3,430.00	3,430.00
Total Event Entertainment	32,018.69	32,018.69
Business Expenses		
Tax	0.00	0.00
Total Business Expenses	0.00	0.00
Contract Services		
Accounting Fees	295.00	295.00
Total Contract Services	295.00	295.00
Facilities and Equipment		
Equip Rental and Maintenance	769.00	769.00
Total Facilities and Equipment	769.00	769.00
Operations		
Pay pal fee	0.00	0.00
Books, Subscriptions, Reference	118.00	118.00
Fundraiser Activity	274.34	274.34
Postage, Mailing Service	310.23	310.23
Printing and Copying	349.88	349.88
Supplies	373.46	373.46
Telephone, Telecommunications	289.94	289.94
Website	60.00	60.00
Total Operations	1,775.85	1,775.85

6:47 PM
02/22/17
Cash Basis

Celebrate Antioch Foundation
Profit & Loss 4th July
January through December 2016

	<u>4th of July</u>	<u>TOTAL</u>
Other Types of Expenses		
Insurance - Liability, D and O	<u>1,000.00</u>	<u>1,000.00</u>
Total Other Types of Expenses	<u>1,000.00</u>	<u>1,000.00</u>
Total Expense	<u>36,458.21</u>	<u>36,458.21</u>
Net Ordinary Income	<u>31,967.82</u>	<u>31,967.82</u>
Net Income	<u><u>31,967.82</u></u>	<u><u>31,967.82</u></u>

ATTACHMENT C

CITY OF ANTIOCH SPECIAL EVENT POLICY



Introduction

Special events are important gatherings in the community that remind us of Antioch's rich heritage. Special events strengthen civic pride and support the efforts of businesses and organizations. It is the City's goal to assist event organizers in planning a safe and successful event with minimal adverse impacts upon our citizens or neighborhoods surrounding the event.

Generally, any activity organized by an individual, group, or outside entity that involves the use of, or having an impact upon, public property, public facilities, parks, sidewalks, and street areas, requires a permit. Events that take place on private property also require a permit. Special events are generally significant in scale and often involve an invitation to the community at large.

Definitions

There are two types of special events: Community Special Events and Professional Special Events.

- 1) Community Special Events are those events organized for the main purpose of benefiting the local community, and where no individual or group receives a monetary gain for coordinating the event.
- 2) Professional Special Events are those events organized for the main purpose of producing a financial benefit for an individual or organization.

Special events are labeled and described in many different ways. Commonly known events include festivals, parades, performances, competitions, running and walking events, and concerts. This list does not represent a complete list of event descriptions.

Community and Professional Special Events change over time and they all require a permit. Individuals, organizations, and businesses interested in hosting functions in the City of Antioch should begin by submitting a permit application. City staff will provide direction to the applicant for completing the permit process, including the need to secure additional permits (fire and health, for example) and pay all fees applicable to the nature of the event. Special event permits can be found on the City of Antioch website <http://www.ci.antioch.ca.us>

Outdoor events that are organized and conducted on private property must receive an approved Administrative Use Permit from the Community Development Department. Contact the Department at (925) 779-7035. The application can also be found on the City of Antioch website using this link: <http://www.ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/CommercialInfo.htm#Dapp>

Events that support economic development or business functions such as television or motion film production, still photography, peddler's fairs, or farmer's markets should contact the City of Antioch, Economic Development Office at (925) 779-6168 before completing their application.

ATTACHMENT C

CITY OF ANTIOCH SPECIAL EVENT POLICY



Street closures that are intended for neighborhood residents only, such as a block party, require a permit. The temporary use of private property in a manner that varies from its current land use also requires a permit. Information about the application process, permits, and fees can be obtained by contacting the Antioch Community Development Department at (925) 779-7035. Applications for a neighborhood block party can be found using this link: <http://ci.antioch.ca.us/CityGov/Police/BlockPartyApplication.pdf>

Private rental agreements for the use of City of Antioch Parks and Recreation facilities for the purpose of a private function or group use are not included in this event policy. Please contact the Recreation Department at (925) 776-3050. Applications for reservable facilities can also be found on the City of Antioch website:
<http://ci.antioch.ca.us/Recreation/facility-rentals.asp>
<http://ci.antioch.ca.us/Recreation/parks.asp>

An event or program that is organized by a City of Antioch department is considered a City Program and is exempt from the need to apply for a special event permit.

Guidelines

In order to plan a safe and successful event while being mindful of the needs of the surrounding community, there are various departments within the City of Antioch that review all special event applications. It is intended that the application provides a simplified process for both the event organizers and the city representatives. Depending upon the nature and size of individual events, the event planner may need to comply with other department requirements and other federal, state and county regulations in addition to completing a City of Antioch application.

Some of these requirements are entirely the applicant's responsibility including taxation and revenue reporting. For example, if there is any intent to sell any product during your event, sales tax must be collected and reported unless otherwise exempted by state or federal law. Insurance may be another requirement the applicant must provide.

If any event serves or sells alcohol the applicant will need to comply with all the rules and regulations issued by the Department of Alcohol and Beverage Control. Events must also comply with accessibility requirements to ensure that all citizens can participate.

A Special Event Permit Application must be completed in full and submitted to the City at least ninety (90) days prior to the event date, and no more than one (1) year in advance of the event date. Applications are accepted on a first-come, first-served basis. A \$50 non-refundable application fee must be paid upon submission of all completed applications. Additionally, a photo copy of the applicant/responsible party's ID is required.

ATTACHMENT C

CITY OF ANTIOCH SPECIAL EVENT POLICY



Incomplete applications will not be accepted and will delay processing which could affect the availability of the preferred event date or location. Use NA for “not applicable” to questions or sections that do not apply to the event. Upon receiving a completed application, ID and application fee, a representative from the City of Antioch will contact the applicant.

The City of Antioch is committed to keeping this community vibrant and engaging. The river, the historic district, golf course, parks & open spaces, and abundant retail possibilities contribute to a memorable experience for residents and visitors alike. The City appreciates all interests in conducting a special event, and adding to a sense of community.

City Support and Sponsorship

The City of Antioch responds to requests for City support for special events and community activities that take place in Antioch. These guidelines set forth the criteria for application to the City.

The City supports up to four key community events each year by providing staff support, such as Police Services and Public Works equipment for the event. These standard events are included in the annual budget approved by the Antioch City Council and are known as the July 4th Parade & Fireworks, Veteran’s Day Parade, Holiday Delites, and the Memorial Day Parade.

New requests for City financial sponsorship and support, as well as requests for additional services for the standard events, must use the Sponsor Application Form. Requests must be submitted before March 1st in order to be considered for the next fiscal year (July 1 – June 30). All requests will be reviewed during the annual Budget approval process.

As a primary purpose of the City of Antioch is to lead and unify our diverse community and enhance the quality of life, all applicants must detail how the proposed event will strengthen civic pride and boost economic development.

The City will review the application based on the following guidelines.

1. The four standard community events will be supported with Police and Public Works services based upon available funds approved in the City’s annual budget (July 4th Parade & Fireworks, Veteran’s Day Parade, Holiday Delites, Memorial Day Parade).
2. City Council approval is required for the following:
 - a. Public events requesting a direct City sponsorship of City funds;
 - b. Public events requesting estimated expenditures for staff time, City supplies or equipment, or a waiver of fees; and
 - c. Use of City’s name or logo branding materials for fundraising or donation purposes.

The City budget does not include dedicated funds for sponsoring special events and community activities. Financial sponsorships and other support may only be available

ATTACHMENT C

CITY OF ANTIOCH SPECIAL EVENT POLICY



after all essential City services are funded and approved during the regular annual budget approval process. Budget adjustments are required for events that the City Council approves to receive City support or financial sponsorship beyond those approved during the annual budget process.

Traditional Community-wide Events in the City of Antioch

January

- Martin Luther King Celebration

April

- Keep Antioch Beautiful Day of Service

May

- Memorial Day Parade
- Antioch Water Park Opening Day
- Lady Of Fatima Parade (Holy Rosary Church)

June

- Antioch High School Graduation Traffic Control
- Deer Valley High School Graduation Traffic Control

July

- July 4th Parade and Civic Celebration/Fireworks
- Summer Concerts; Saturday Evenings

August

- Summer Concerts; Saturday Evenings

September

- Coastal Clean-Up
- Delta Blues Festival
- High School Marching Band Competition (AHS/Parade Style)

October

- Delta Thunder Boat Races
- Classic Car Show

November

- Veteran's Day Parade

December

- Holiday de-Lites Parade
- Holiday Run/Walk

This list provided for planning purposes only. It is not a list of pre-approved events, nor a list of events that will necessarily be City supported.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division *AA*

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

SUBJECT: First Amendment to the Consultant Service Agreement with Economic and Planning Systems, Inc. to Conduct a Transportation Impact Fee Study, (P.W. 644-A)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the fiscal year 2016/2017 Capital Improvements budget to increase Measure J funding for the Transportation Impact Fee Study by \$50,000 and authorize the Interim City Manager to execute the First Amendment to the Consultant Service Agreement with Economic and Planning Systems, Inc. (EPS) to conduct a Transportation Impact Fee Study in the amount of \$20,180 for a total contract amount of \$149,680.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as continuing to comply with regulatory requirements of State and Federal agencies. This item also supports Strategy F-3 in the Strategic Plan by establishing a means to work with developers to create more homes, jobs, stores, services and necessary infrastructure.

FISCAL IMPACT

Adoption of this resolution will amend the fiscal year 2016/2017 Capital Improvements budget to increase Measure J funding for the Transportation Impact Fee Study by \$50,000 to include additional staff time and the contract amendment. The approval of this contract amendment will increase the contract with EPS by \$20,180 for a total contract amount of \$149,680. The increase in the budget beyond the \$20,180 amendment is for staff time and contingencies for potential additional work on the study identified in the stakeholder meetings.

DISCUSSION

On December 16, 2014 City Council awarded the contract to EPS to provide the technical and nexus study necessary to develop and implement a Transportation Development Impact Fee program for the City of Antioch to fund Transportation

infrastructure improvements that will be required to support the development projected in the General Plan.

On August 11, 2015, EPS provided the City Council with the presentation review of the first draft fee study and received public input from the City Council.

On January 10, 2017, EPS provided the City Council with the presentation of the draft study update, which identifies different scenarios for possible adoption of the Transportation Impact Fee for City Council consideration.

City Council directed staff to proceed with publication of the final draft study and circulation of the document for the developer's and the public's input. In response to Council direction, EPS provided the attached proposal for additional work to their contract.

ATTACHMENTS

- A: Resolution
- B: EPS Additional Work Proposal

ATTACHMENT "A"

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE 2016/2017 FISCAL YEAR CAPITAL IMPROVEMENT
BUDGET AND AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE
THE FIRST AMENDMENT TO AGREEMENT WITH ECONOMIC AND
PLANNING SYSTEMS, INC. TO CONDUCT A TRANSPORTATION IMPACT
FEE STUDY
P.W. 644-A**

WHEREAS, an amendment increasing fiscal year 2016/2017 Measure J funding for this project in the amount of \$50,000 has been considered by City Council and;

WHEREAS, the City desires to authorize the Interim City Manager to execute the First Amendment to the Consultant Service Agreement with Economic and Planning Systems, Inc. to conduct a Transportation Impact Fee Study in the amount of \$20,180 for a total contract amount of \$149,680;

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves amending the fiscal year 2016/2017 Capital Improvements budget to increase Measure J funding for the Transportation Impact Fee Study by \$50,000 and authorizes the Interim City Manager to execute the First Amendment to the Consultant Service Agreement with Economic and Planning Systems, Inc. (EPS) to conduct a Transportation Impact Fee Study in the amount of \$20,180 for a total contract amount of \$149,680.

* * * * *

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 28th day of March 2017, by the following vote:

AYES:

ABSENT:

NOES:

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

ATTACHMENT "B"

January 31, 2017

Ron Bernal
Assistant City Manager/Public Works Director
City Hall
Third & H Streets
Antioch, CA 94531

Subject: Contract Amendment for Transportation Impact Fee Study;
EPS #141136

Dear Ron:

Economic & Planning Systems, Inc. (EPS) and Fehr & Peers (F&P) have been pleased to work with you and your staff on the development of a potential Transportation Impact Fee for the City of Antioch. The purpose of this letter is to describe the additional work efforts expected to be required to complete the technical work and outreach, and, if appropriate, to support adoption of the City of Antioch's Transportation Impact Fee.

In December 2014, EPS and Fehr & Peers (the Consulting Team) were selected to help the City evaluate and analyze the option of adopting a Transportation Impact Fee and, if appropriate, support its adoption. The work program was originally envisioned as occurring during the 2015 calendar year. Over the last two years, City staff and the Consulting Team have worked closely together to develop the necessary information and conduct the necessary analysis on existing and future transportation improvements, cost estimates, growth forecasts, Development Agreements, transportation network modelling, and other technical matters. The Consulting Team has also participated in several conference calls and in-person meetings with staff, and two City Council presentations.

The work effort to date has gone beyond the work effort originally envisioned. In particular, greater levels of effort were associated with the following work elements:

- Consulting Team staff has participated in more conference calls and discussions than originally envisioned due to the longer study period.
- A greater level of research and back-and-forth with staff was required to develop the list of citywide transportation improvements and cost estimates than originally envisioned.

Economic & Planning Systems, Inc.
One Kaiser Plaza, Suite 1410
Oakland, CA 94612-3604
510.841.9190 tel
510.740.2080 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

B1

- The dynamic nature of development proposals and Development Agreements in the City of Antioch over the last eighteen months led to a larger number of refinements to the growth forecasts by TAZ as well as to the fee model than originally envisioned.
- The forecasted increase in nonresidential development in a City which is currently more weighted towards residential development led to a series of questions about the net transportation impacts of new nonresidential development and an associated additional set of transportation modelling runs.

Due to these additional work efforts, and in response to the direction from the City Council at their January 10 meeting, the Consulting Team is now requesting additional budget to conduct the following tasks required to complete the Study:

- Complete Draft Nexus Study report and submit to City for review.
- Prepare and attend one meeting with development/ business community to explain and answer questions regarding the Nexus Study.
- Participate in a conference call with City staff to discuss feedback from development/ business community and what refinements to the Nexus Study are appropriate.
- As an optional task, if requested, provide different estimates of the mitigation fee schedule under different variations of developer participation in the fee program (i.e. if some developers currently under Development Agreement were allowed to and were interested in participating in the fee program).
- Prepare Final Draft Nexus Study report.
- Present Final Draft Nexus Study to City Council, including a report on the changes made and feedback received from the development community.
- As an optional task, the Consulting Team could attend one additional meeting if appropriate with the development/business community or the City Council.

As shown below in **Table 1**, the budget estimate for this work program is **\$16,455**, excluding the optional tasks, and **\$20,180** including the optional tasks.

Table 1 Budget Estimate

Task Type	EPS	F&P	Total
Core Tasks	\$7,415	\$9,040	\$16,455
Optional Tasks (1)	<u>\$2,295</u>	<u>\$1,430</u>	<u>\$3,725</u>
Total	\$9,710	\$10,470	\$20,180

(1) Optional tasks includes one additional public meeting and EPS sensitivities around DA participation.

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Detailed budget estimates by firm and by personnel are presented below.

EPS Budget Estimate

Task/Description	EPS Staff		Staff Cost Subtotal	Direct Costs [1]	Grand Total
	Managing Principal Rice-Evans	Research Analyst Wilson			
Task 1: Complete Draft Nexus Study	7	6	\$2,705	\$25	\$2,730
Task 2: Meeting with Developer Representatives	4	0	\$1,100	\$75	\$1,175
Task 3: Conference Call with City Staff	1	1	\$405	\$25	\$430
Task 4: Optional: Adjust Developer Participation	2	4	\$1,070	\$50	\$1,120
Task 5: Prepare Final Draft Nexus Study	4	6	\$1,880	\$25	\$1,905
Task 6: City Council Meeting	4	0	\$1,100	\$75	\$1,175
Task 7: Optional: Additional Meeting	4	0	\$1,100	\$75	\$1,175
Total Hours	18	17			
Hourly Billing Rates [2]	\$275	\$130			
Total Project Costs (without Optional Tasks)			\$7,190	\$225	\$7,415
Total Project Costs (with Optional Tasks)			\$9,360	\$350	\$9,710

[1] Direct costs include costs related to travel, acquiring data, mileage, reproduction, and other non-staff costs.
 [2] Billing rates shown are applicable during calendar year 2017 and are subject to change periodically.

FEHR & PEERS PERSON HOUR AND COST ESTIMATE
 Antioch Transportation Development Impact Fee Study - Additional Work

Task	Principal (J. Morgan) \$300.00	Senior Engineer \$180.00	Engineer \$130.00	Support Staff (Graphics/ Admin) \$120.00	Labor Cost	Direct Expenses (a)	Total Cost
Task 1: Complete Draft Report	8		4	2	\$3,160.00	\$200	\$3,360.00
Task 2: Meeting with Developer Representatives	4		1	1	\$1,450.00	\$100	\$1,550.00
Task 3: Conference Call with Staff	1		1		\$430.00	\$0	\$430.00
Task 4 (Optional): Adjust Developer Participation					\$0.00	\$0	\$0.00
Task 5: Prepare Final Draft Report	6		2	2	\$2,300.00	\$100	\$2,400.00
Task 6: City Council Meeting	4				\$1,200.00	\$100	\$1,300.00
Task 7 (Optional): Additional Meeting	4		1		\$1,330.00	\$100	\$1,430.00
Fehr & Peers Project Hours and Cost (no optional tasks):	23	0	8	5	\$8,540.00	\$600.00	\$9,040.00
Fehr & Peers Project Hours and Cost (with optional tasks):	27	0	9	5	\$9,870.00	\$600.00	\$10,470.00

Notes:
 (a) Direct expenses include communications, reproduction, printing, travel.

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Ron Bernal
January 31, 2017
Page 4

We would be very pleased to discuss this with you and make any changes required to better suit your needs, if appropriate,

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Teifion Rice-Evans
Managing Principal



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 28, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Duane Anderson, Superintendent, Water Treatment Plant *DA*

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

SUBJECT: River Pump Rotary Pump Control Valve Purchase

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to approve replacing a 20 inch rotary pump control valve for the river pump's discharge line and authorize the Interim City Manager or his designee to authorize the purchase from the sole source distributor, JLR Environmental Consultants, LLC., in the amount not to exceed \$88,806.00.

STRATEGIC PURPOSE

These actions support Long Term Goal K/Strategy K-2 to operate, maintain, and steward Antioch's water assets and resources and deliver high quality water to our customers.

FISCAL IMPACT

This expenditure is included in the FY 2016/17 Water Treatment budget.

DISCUSSION

The river pump is an essential asset to the City's water resources. When river water meets quality standards we are able to use it as a source of raw water. The Water Treatment Division maintains the river pump through timely inspections and replacement of parts and equipment that are beyond their useful life or are damaged, which is critical in meeting water quality and water demand in conjunction with State regulations.

During a routine inspection of the river pump equipment, staff installed new seals and noted that the interior of the pump's rotary pump control valve has major decay, metal fatigue and will eventually fail. The river pump's rotary pump control valve was designed to control the opening and closing of the valve. This type of rotary pump control valve is used to prevent water hammer and surges in the distribution line. This particular valve has the strength to withstand the force of the reverse flow that returns at a high rate of energy.

Other products were not considered as the GA Industries model XR201DS Rotary Pump Control Valve is a part that meets the specification of the City's existing river pump station. Purchasing this valve from another manufacturer would be much more costly than replacing this valve as it would require an entire reconfiguration of the system thereby limiting the City's ability to draw river water during reconstruction.

The rotary pump control valve is manufactured by GA Industries. JLR Environmental Consultants LLC, is the sole provider or regional company that represents GA industries in Northern California and therefore the sole supplier of this type of rotary ball valve.

ATTACHMENTS

- A. Resolution
- B. Quote

RESOLUTION NO. 2017/XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE REPLACEMENT OF A 20 INCH ROTARY BALL VALVE AND
AUTHORIZE THE INTERIM CITY MANAGER TO PURCHASE THIS PART FROM THE
SOLE SOURCE DISTRIBUTOR, JLR ENVIRONMENTAL CONSULTANTS, LLC.**

WHEREAS, the City's Water Treatment Division annually assesses its inventory of parts and equipment in conjunction with the operational purpose of the River Pump Station and based on standard replacement criteria; and

WHEREAS, the City's Water Treatment Division maintains the City's River Pump station through timely inspections and replacement of parts and equipment that are beyond their useful life, which is critical in meeting water quality and water demand in conjunction with State regulations.

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the replacement of one 20 inch Rotary Ball Valve for the River Pump station and authorizes the Interim City Manager to purchase one 20 inch Rotary Ball Valve from the sole source distributor, JLR Environmental Consultants, LLC. in the amount not to exceed \$88,806.00.

* * * * *

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 28th day of March 2017, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



Environmental Solutions

JLR Environmental Consultants, LLC.
Management for the Water/Wastewater Industry

Plant Operations, OEM Training, SOP Development, Site Safety,
Audit Inspection, DBO, Storm Water Pollution Programs, Construction Management

Sacramento Office Address:
1520 35th St Sacramento, CA 95816
Tel: (916) 803-9803
jeremy.rogers@jlrenvironmentalsolutions.com

Bakersfield Office Address
2312 Otto Ln. Bakersfield, CA 93308
Tel: (661) 343-5387
josh.rogers@jlrenvironmentalsolutions.com
lisa.rogers@jlrenvironmentalsolutions.com

Date: 1/27/2017
To: City of Antioch
Attention: Tim Coley
RE: Replacement 20" GA Ball Valve Quote

Dear (Tim):

As per your recent request we are pleased to propose to furnish the following:
Replacement of a GA 20" Ball Valve:

- (Qty. of 1) GA Industries model XR201DS Rotary Pump Control Valve, complete with cast iron body with side access cover, ductile iron rotor with hydraulic activated UHMW seat, sst body seat and bronze bearings, Hanna water cylinder actuated with electric check controls with sst piping, Sub. Proximity limit switch with position indicator, body vent and drain taps, mounting base, bronze and sst relief and reducing pilots, plastic tag, FF&D class 125 ANSI flanges, and interior and exterior NSF 61 epoxy - Similar to Reference GAIS/N 970382

Comments & Clarifications:

- Spare parts are not included in this scope of supply.
 - Special tools are not required for installation, maintenance or repair of proposed equipment.
 - Field service, testing and commissioning is not included in this offer.
 - Material finish & painting will be as per company standard.
- After receipt of order, the drawing submittal(s) to be sent in 4-6 weeks
After receipt of order and/or approved drawing(s), shipment in 20-22 weeks

Total lot one (1) Equipment(s) listed above: \$ 88,806.00
Freight Charges Included
No Sales Taxes Included.
Estimated Shipment ARO: 28 weeks
Terms: Net 30 Days
Quotation Validity: Thirty (30) Days

Please contact me directly if have questions or require additional information.

Best Regards.

JLR Environmental Consultants
Jeremy Rogers
President-CEO
Jeremy.rogers@jlrenvironmentalsolutions.com
Direct Phone: (916)803-9803