



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 6:00 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

AUGUST 22, 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
Derek Cole, Interim City Attorney

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Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

6:00 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *Council Members Wilson, Tiscareno Ogorchock and Mayor Pro Tem Thorpe (Mayor Wright – Absent)*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

1) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager.** This closed session is authorized pursuant to Government Code section 54957.

No reportable action

2) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** This closed session is authorized pursuant to Government Code Paragraph (1) of subdivision (d) of Section 54956.9. Name of case: In the Matter of the Decision of the Agricultural Commissioner of Contra Costa County, Department of Pesticide Regulation, Administrative Docket No. 210.

*Council authorized reportable action - Filing of an appeal in Superior Court of the decision of the Department of Pesticide Regulation
Ayes: Ogorchock, Tiscareno/ Noes: Thorpe/ Abstain: Wilson*

7:00 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency to the Antioch Development Agency – *Council Members Wilson, Tiscareno, Ogorchock, and Mayor Pro Tem Thorpe (Mayor Wright – Absent)*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- Stand Down on the Delta 2017

STAFF REPORT

Approved, 4/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *BOARD OF ADMINISTRATIVE APPEALS (Deadline date: 08/25/17)*
- *ECONOMIC DEVELOPMENT COMMISSION (Deadline date: 09/01/17)*
- *PLANNING COMMISSION (Deadline date: 09/06/17)*

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

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

A. APPROVAL OF COUNCIL MINUTES FOR JULY 25, 2017

Approved, 4/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL MINUTES FOR AUGUST 8, 2017

Approved, 4/0

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

STAFF REPORT

C. APPROVAL OF COUNCIL WARRANTS

Approved, 4/0

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

STAFF REPORT

D. APPROVAL OF TREASURER'S REPORT FOR JULY 2017

Approved, 4/0

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

STAFF REPORT

E. ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN MISSION PEAK HOMES, INC., AND MERITAGE HOMES OF CALIFORNIA, INC.

Reso No. 2017/105 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Assignment and Assumption of Development Agreement between Mission Peak Homes, Inc., and Meritage Homes of California, Inc.

STAFF REPORT

F. RESOLUTION APPROVING THE MEMORANDUMS OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND ANTIOCH PUBLIC WORKS EMPLOYEES' ASSOCIATION (APWEA) AND ACKNOWLEDGE THE CITY MANAGER AND APWEA'S REPRESENTATIVE EXECUTION OF THE MOU

Reso No. 2017/106 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Antioch and the Antioch Public Works Employees' Association (APWEA) and acknowledge the City Manager and APWEA's representative execution of the MOU.

STAFF REPORT

CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency – Continued

- G. RESOLUTION APPROVING THE CLASS SPECIFICATION UPDATES WITH NO SALARY CHANGES FOR COLLECTIONS SYSTEMS SUPERVISOR**

Reso No. 2017/107 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving class specification updates with no salary changes for Collections Systems Supervisor in the Management (Mid/Professional) Unit.

STAFF REPORT

- H. AMENDED AND RESTATED CELL SITE LEASE WITH AT&T MOBILITY CORPORATION**

Reso No. 2017/108 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Amended and Restated Cell Site Lease with AT&T Mobility Corporation (Lessee) for property located at 4506 Via Dora Drive.

STAFF REPORT

- I. AUTHORIZE RESPONSE TO GRAND JURY REPORT: “ANIMAL SHELTER SERVICES IN ANTIOCH AND CONTRA COSTA COUNTY” (REPORT 1708)**

Reso No. 2017/109 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the Mayor to sign the response to the Grand Jury report: “Animal Shelter Services in Antioch and Contra Costa County”.

STAFF REPORT

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

- J. APPROVAL OF SUCCESSOR AGENCY WARRANTS**

Approved, 4/0

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

STAFF REPORT

COUNCIL REGULAR AGENDA

- 3. MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON POLES IN THE CITY RIGHT OF WAY, MOBILITIE, LLC**

Reso No. 2017/110 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Master License Agreement with Mobilitie, LLC.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

4. AUTHORIZATION TO AMEND CODE ENFORCEMENT CONSULTANT CONTRACT WITH TRB & ASSOCIATES TO EXTEND THE EXPIRATION DATE OF THE CONTRACT TO JUNE 30, 2018 AND INCREASE THE NOT TO EXCEED AMOUNT BY \$250,000

Reso No. 2017/111 adopted, 4/0

Recommended Action: It is recommended that the City Council authorize the City Manager to amend the Code Enforcement Consultant contract with TRB & Associates (TRB) to extend the expiration date of the contract to June 30, 2018 and increase the not to exceed amount by \$250,000. This would bring the total contract amount beginning July 1, 2016 and ending June 30, 2018 to \$450,000.

STAFF REPORT

5. RESOLUTION APPROVING A NEW CLASS SPECIFICATION OF REGISTERED VETERINARY TECHNICIAN, ASSIGNING A SALARY RANGE AND ASSIGNING THE CLASSIFICATION TO THE OPERATING ENGINEERS LOCAL UNION NO. 3 BARGAINING UNIT

Reso No. 2017/112 adopted, 4/0

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

- 1) Approving the class specification of Registered Veterinary Technician; and
- 2) Assigning the Registered Veterinary Technician classification to a salary range and assigning the classification to the Operating Engineers Local Union No. 3 Bargaining Unit.

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 – 8:58 p.m.



IN HONOR OF
STAND DOWN ON THE DELTA 2017

WHEREAS, The Delta Veterans Group is a Veterans service non-profit that assists men and women who have served our Nation with housing, employment, health, and education services; and

WHEREAS, The Delta Veterans Group was founded in Contra Costa County in 2012 by Army Veteran Gerald “JR” Wilson, Delta Veterans Group has now grown to provide services to surrounding Northern California areas including Alameda, Monterey, Napa, San Joaquin, San Francisco, and Solano counties; and

WHEREAS, The Delta Veterans Group in partnership with various non-profit and County organizations held Stand Down on the Delta on August 11 – 14, 2017 for homeless and/or at-risk Veterans; and

WHEREAS, Stand Down is a term used in times of war in which exhausted combat units come off the battlefield to rest and recover in a place of safety; and

WHEREAS, According to the U.S. Department of Veteran Affairs, the first Stand Down was organized in 1988 by a group of Vietnam Veterans in San Diego; and

WHEREAS, Stand Down on the Delta is a four-day encampment for homeless and/or at-risk Veterans to come together and receive support from their communities while being provided with court and legal services, Department of Motor Vehicle services, addiction and mental health counseling, Chaplain Services, clothing, food shelter, hygiene services, wellness, medical, dental, employment and a myriad of other community services, and treating Veteran participants with respect and dignity as well as honoring our female Veterans and families of Veterans.

WHEREAS, The Delta Veterans Group was proud to bring the first homeless and at-risk of becoming homeless Veteran Stand Down on the Delta of its kind to Contra Costa County in September 9 – 11, 2015.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim and recognize August 11 – 14, 2017 as “STAND DOWN ON THE DELTA 2017” and encourage residents to recognize the positive impacts of this event to assist Veterans, and to express gratitude to those who have served and continue to serve.

AUGUST 22, 2017

SEAN WRIGHT, Mayor

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

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

**July 25, 2017
Council Chambers**

6:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1): Contra Costa Flood Control and Water Conservation District v. Gary A. Eames, Contra Costa Superior Court Case No. C15-02052.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL**, By 3/0 vote (Councilmembers Wilson and Thorpe absent), direction was given to City Attorney to file request for arbitration.

Mayor Wright called the meeting to order at 7:02 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

Councilmember Tiscareno led the Council and audience in the Pledge of Allegiance.

1. PROCLAMATION

Chichibu Sister City 50th Anniversary

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno the Council members present unanimously approved the Proclamation.

Mayor Wright reported he returned from Chichibu, Japan today where he participated in the Signing Ceremony with Sister City Mayor Kuniyasu Kuki in celebration of the 50th Anniversary of the Sister City Program. He displayed gifts presented to the City of Antioch from the delegation in Japan.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Cleona Butler, President of the Antioch Senior Center, announced an Ice Cream Social fundraiser would be held 2:00 P.M. – 3:30 P.M. on July 29, 2017 at the Antioch Senior Center.

Councilmember Ogochock announced an Antioch Family Fair would be held from 10:00 A.M. – 5:00 P.M. on August 26, 2017 at Somersville Towne Center. Additionally, Somersville Towne

Center would be hosting Car Shows on Friday nights from 5:00 P.M. – 9:00 P.M. and this week, they would be displaying the Tesla Model X from 6:00 P.M. to 8:00 P.M.

PUBLIC COMMENTS

Debbie Blaisure, owner of Oddly Unique and Rivertown Treasure Chest, reported their store was broken into and their cash box was taken on July 23, 2017. She commented that a police officer indicated they would increase patrols in the area; however, their security had not observed them patrolling the area. She requested a meeting with the City to discuss increasing security in the area.

COUNCIL SUBCOMMITTEE REPORTS - None

MAYOR'S COMMENTS

Mayor Wright reported he had spent the last two weeks in Antioch's Sister City, Chichibu, Japan, which was a great experience. He noted that residents participating in the program paid their own way.

2. **COUNCIL CONSENT CALENDAR *for City /City as Successor Agency/Housing Successor to the Antioch Development Agency***
- A. **APPROVAL OF COUNCIL MINUTES FOR JUNE 27, 2017**
- B. **APPROVAL OF COUNCIL WARRANTS**
- C. **REJECTION OF CLAIM: REJECTION OF APPLICATION FOR LEAVE TO PRESENT LATE CLAIM OF ELLEN FRANK**
- D. **APPROVAL OF TREASURER'S REPORT FOR JUNE 2017**
- E. **RESOLUTION NO. 2017/85 FINAL ACCEPTANCE OF THE ZONE 1 TRANSMISSION PIPELINE REHABILITATION AT HIGHWAY 4 (P.W. 701)**
- F. **RESOLUTION NO. 2017/86 APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A WATER DESALINATION GRANT FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**
- G. **RESOLUTION NO. 2017/87 CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS (2017-2018) (P.W. 507-16)**

- H. CITY CLERKS WORKSHOP AND LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO
- I. RESOLUTION NO. 2017/88 APPROVING THE CLASS SPECIFICATION UPDATES WITH NO SALARY CHANGES

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

J. APPROVAL OF HOUSING SUCCESSOR WARRANTS

On motion by Councilmember Ogorchock seconded by Councilmember Tiscareno, the City Council members present unanimously approved the Council Consent Calendar.

PUBLIC HEARING / HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY

3. **URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH IMPOSING A MORATORIUM ON THE CONVERSION OF MOBILE HOME PARKS FROM SENIOR-ONLY TO ALL-AGES HOUSING**

Interim City Attorney Cole discussed the manner in which the Public Hearing would be conducted. He announced an urgency ordinance required 4/5 vote of the Council and with only three Council members present, he recommended Council open the Public Hearing, allow speakers and continue the Public Hearing to a specific date.

Mayor Wright opened the public Hearing.

Lola Buck, President of the Vista Diablo Homeowners Association, thanked Council for their support and reported repairs had commenced since the last City Council meeting; however, deferred maintenance items remained. She urged Council to enact the urgency ordinance on August 8, 2017. She discussed an issue in which a resident's lease was to be increased 5 percent; however, after signing, they noticed management had enacted a 10 percent increase. Several members of the audience raised their hands indicating they were residents of Vista Diablo Mobile Home Estates and in support of Ms. Buck's comments.

Jerry Coffel, Vista Diablo resident representing the Golden State Manufactured Homeowners League, thanked staff for the report and voiced his support for the recommended action. He noted the park was created as a planned senior mobile home community and there were no amenities for children. In addition, he noted mobile homes were not built for more intense uses. He expressed concern for the increase demand on City services should the park be converted and encouraged Council to view a newspaper article related to the negative impacts of increased housing costs.

Gilbert Davis, Vista Diablo resident, stated the City did not have a sufficient amount senior housing. He reported that regardless of a moratorium requiring the owners of the Vista Diablo to

maintain it as a senior community, management had allowed families, with children under the age of 18, to move into the park. He noted that the owners should be required to respond to the violation. He spoke in support of maintaining the park as a senior community.

Mayor Wright closed the public hearing

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously continued the Urgency Ordinance of the City Council of the City of Antioch Imposing a Moratorium on the Conversion of Mobile Home Parks from Senior-Only to All-Ages Housing to August 8, 2017.

4. CONSIDERATION OF FUNDING RECOMMENDATIONS WHICH COMPRISE THE 2017-18 ACTION PLAN FUNDED WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOUSING SUCCESSOR AGENCY (AGENCY) FUNDS; DRAFT 2016-20 CONTRA COSTA CONSORTIUM ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) AND REVISIONS TO THE CITY'S CITIZEN'S PARTICIPATION PLAN, LANGUAGE ASSISTANCE PLAN, AND RESIDENTIAL ANTI-DISPLACEMENT & RELOCATION ASSISTANCE PLAN

City Manager Bernal introduced Public Hearing Item #4.

CDBG/Housing Consultant House presented the staff report dated July 25, 2017 recommending the City Council 1) Approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving the draft fiscal year (FY) 2017-18 Action Plan. 2) It is recommended the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor funding for homeless services outlined in the 2017-18 Action Plan. 3) It is recommended the City Council adopt the Resolution approving the Contra Costa Consortium 2016-2020 Analysis of Impediments to Fair Housing Choice. 4) It is recommended that the City Council adopt the Resolution approving the City's CDBG City's Citizen's Participation Plan, Language Assistance Plan, and Residential Anti-Displacement & Relocation Assistance Plan.

In response to City Clerk Simonsen, CDBG/Housing Consultant House clarified the Analysis of Impediments was over 200 pages so the web link was referenced in the staff report, as she had been instructed.

City Clerk Simonsen requested a copy of the Analysis of Impediments to attach to the resolution.

Mayor Wright opened the public hearing.

Kaushal Sharma, Antioch resident, Carlos Garcia, Antioch resident, Catherine Lyons, Antioch resident, and Analisa Nunez Aviles, Oakley resident representing Biotech Partners, spoke in support of the Workforce Development Program and the positive impact it had on their career

aspirations. They requested the City Council reconsider the recommendation for funding Biotech Partners.

Shanrel Steen, Antioch resident, representing Opportunity Junction, thanked the City Council for their support of their program and discussed the services they provided participants. She announced applications for the next class would begin in August.

Lynda Gayden, San Ramon resident and Executive Director for Bio Tech Partners, thanked the CDBG Committee for reviewing their proposal. She gave an overview of the program and stated they would appreciate if Council would reconsider funding for their program.

CDBG/Housing Consultant House read comments from the following individuals: Ann Wrixon, Executive Director, Court Appointed Special Advocates, Elaine Clark Executive Director, Senior Outreach Services, Nicole Howell, Executive Director, Ombudsman Services of Contra Costa, and Walt Middleton, Contra Costa Crisis Center, who supported the funding recommendations and thanked the City Council for their support.

Mayor Wright closed the public hearing.

Councilmember Ogorchock stated funding recommendations were difficult to make as there were many worthy applicants.

Councilmember Tiscareno stated that it was a privilege to interview the applicants who were all providing great services; however, funding was limited and they were unable to fulfill every request. He commended Biotech and the students on their success.

Mayor Wright thanked Councilmembers Ogorchock and Tiscareno for serving on the CDBG subcommittee and noted he understood how difficult it was to make funding recommendations. He stated he supported the recommendations, thanked Biotech for doing a great job, and committed to support their efforts to seek funding for their program.

RESOLUTION NO. 2017/89

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the Council members present unanimously approved the funding recommendations of the CDBG subcommittee and adopted the Resolution approving the draft fiscal year (FY) 2017-18 Action Plan.

RESOLUTION NO. 2017/90

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the Housing Successor to the Antioch Development Agency unanimously approved the funding recommendations of the CDBG subcommittee and adopted the Resolution approving Housing Successor funding for homeless services outlined in the 2017-18 Action Plan.

RESOLUTION NO. 2017/91

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the Council members present unanimously adopted the Resolution approving the Contra Costa Consortium 2016-2020 Analysis of Impediments to Fair Housing Choice.

RESOLUTION NO. 2017/92

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the Council members present unanimously adopted the Resolution approving the City's CDBG City's Citizen's Participation Plan, Language Assistance Plan, and Residential Anti-Displacement & Relocation Assistance Plan.

5. ORDINANCE AMENDING TOBACCO AND PARAPHERNALIA RETAILER REGULATIONS BY REPEALING ANTIOCH CITY CODE SECTIONS 5-16.01 AND 6-8.14, AND REPEALING AND REPLACING SECTIONS 9-5.203 AND 9-5.3843 (FIRST READING) *Continued from 06/27/17*

City Manager Bernal introduced Public Hearing Item #5

City Clerk Simonsen announced the Clerk's office received two letters from American Petroleum and Convenience Store Association (APCA) and a letter from Randy Uang Director of Tobacco Prevention and Control Services. He noted copies were distributed to Council and staff and available for the public in Council Chambers.

Director of Community Development Ebbs presented the staff report dated July 25, 2017 recommending the City Council introduce the Ordinance amending City regulations regarding tobacco and paraphernalia retailers by prohibiting new tobacco and paraphernalia retailer businesses, subject to certain exceptions, and establishing legal non-conforming use procedures for established Tobacco and Paraphernalia Retailer businesses. He reported that there was a minor revision regarding amortization only applying to stores having twenty percent or more of their floor area devoted to the sale or display of tobacco products.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

City Attorney Cole read into the record the revised language for Section 6, paragraph (D) as outlined in the memorandum stated July 25, 2017.

City Clerk Simonsen suggested Council recess to allow staff time to provide the public and Clerk with copies of the revised language for the ordinance.

Mayor Wright declared a recess at 8:22 P.M. The meeting reconvened at 8:31 P.M. with all Councilmembers present with the exception of Councilmembers Wilson and Thorpe who were

previously noted as absent. He announced copies of the revised language for the ordinance were available for the public.

Councilmember Ogorchock spoke in support of the ordinance with the amended language. She noted the City had done their due diligence in sending out the agendas and if business owners had questions regarding items before Council, they should reach out to the City for a response.

Councilmember Tiscareno stated he agreed with Councilmember Ogorchock's comments and spoke in support of the ordinance. He noted the existing businesses had had sufficient time to reach out to the City regarding their concerns.

In response to Councilmember Tiscareno, Director of Community Development Ebbs reviewed regulations detailed in the draft ordinance.

Interim City Attorney Cole added interfamilial transfers would be protected.

Councilmember Ogorchock stated this ordinance addressed a safety issue for the children and a quality of life issue for the City.

In response to Councilmember Tiscareno, Director of Community Development Ebbs clarified the ordinance as written restricted hookah lounges; however, Council could consider amending the ordinance in the future should it become an issue. Additionally, he noted staff would be pursuing a separate effort related to smoking.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the Councilmembers present unanimously introduced the Ordinance amending City regulations regarding tobacco and paraphernalia retailers by prohibiting new tobacco and paraphernalia retailer businesses, subject to certain exceptions, and establishing legal non-conforming use procedures for established Tobacco and Paraphernalia Retailer businesses including changes to Section 6, "D" regarding non-conforming uses.

6. ALMOND KNOLLS MULTI-FAMILY RESIDENTIAL DEVELOPMENT (GP-16-03, Z-16-02, UP-16-19, V-17-02, AR-16-14)

City Manager Bernal introduced Public Hearing Item #6.

Director of Community Development Ebbs discussed the benefits of infill development.

Contract Planner Valente presented the staff report dated July 25, 2017 recommending the City Council take the following actions: 1) Adopt the Resolution adopting the Almond Knolls Project Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project. 2) Adopt the Resolution approving a General Plan Amendment amending the land use designation for the project site from Neighborhood Commercial and Medium Low Density Residential to High Density Residential. 3) Introduce the Ordinance approving a rezone of the

project site from R-6, R-20, and C-2 to R-20 only. 4) Adopt the Resolution approving a tentative parcel map for condominium purposes to allow the potential future sale of the proposed residential units, a variance to allow a six-foot tall view fence and vehicle gates along Worrell Road, a use permit for multi-family development, and design review, subject to conditions of approval.

Mayor Wright opened the Public Hearing.

City Clerk Simonsen announced the Clerk's office received a letter this afternoon from Antioch resident, Mark Jordan and copies were provided to Council.

Kyle Masters, Grupe Company, thanked staff for their review of the project. He reported a single family project was not economically viable; however, a multifamily use project would work on the site. He noted they had met with staff and Council who had encouraged them to move forward with a full entitlement package. He gave a Power Point presentation of the Almond Knolls site plan and project details.

Rosanna Hoch, Antioch resident, voiced their opposition to the project due to the lack of overflow parking, inadequate drainage and for the fact that it would displace wildlife living in the area. She encouraged Council to view the property prior to making their decision, restrict the project to two stories and designate the project as senior development.

Joseph Zamora, Antioch resident, gave a brief history of his investments in Antioch real estate and stated he was in favor of project.

Jimmy Odom, Jim Odom Estate, speaking on behalf of his father's estate, stated the property had been in the family for an extended amount of time and needed to be developed. He noted that the project was a good opportunity; well thought out and the impacts would be minimal. He encouraged Council to approve the project.

James Patton, Antioch resident, read a letter he submitted regarding his responses to the Planning Commission's consideration of the proposed Almond Knolls apartment project. He noted his letter also offered proposed solutions to his concerns.

Gregory Turk, Antioch resident, stated he was opposed to the project due to the increased traffic, safety issues related to children going to school and privacy concerns. He noted that he was not included in discussions with the applicant regarding this development.

Tim Broderick, Antioch resident, stated he was opposed to high density development noting that it was a nonconforming and incompatible use in the area. He further noted traffic would intensify and he was concerned it would create a target rich environment for criminal activity.

Bob Serb, Antioch resident, expressed concern for the increased traffic congestion and stated he was opposed to multifamily development in this area.

REBUTTALS

Kyle Masters, Grupe Company reported they had held several neighborhood meetings, sent out invitations within a 700-foot radius and he had personally hand delivered flyers to property owners within the same area. He stated approximately 30 people attended the first meetings and they had worked out the issue regarding the property line with residents on Hillside Road. He noted 31 of the 58 units were one bedroom units; therefore, the parking they had provided was more than adequate. Speaking to the height of the buildings, he clarified the development stair-stepped onto Hillside Road; therefore, he believed the structure height would not be significant.

Rosanna Hoch, Antioch resident, reiterated her concern regarding proper drainage on the property. She stated all the existing neighbors were opposed to the project and requested Council consider their requests. She expressed concern that the slope area between the existing fencing and the apartment sound wall would be an attractive nuisance for the homeless.

Mayor Wright closed the public hearing.

In response to Councilmember Tiscareno, Assistant City Engineer Filson reviewed trip generation rates for the project and noted that the project did not require a traffic study; however, the Planning Commission requested one be conducted.

Director of Community Development Ebbs stated the project would not warrant a noise study as residential uses were minimal noise producers. He reviewed parking requirements per the Antioch Municipal Code.

Contract Planner Valente added that the project exceeded parking requirements by one space and included 12 guest spaces. He reported the drainage plan had been addressed, reviewed and approved by staff.

Assistant City Engineer Filson reviewed the drainage plan for the project.

In response to Councilmember Tiscareno, Mr. Masters stated they would secure both ends between the fences and maintenance would address any issues in the area immediately, provided they had permission from the property owners. In addition, he noted if property owners wanted to remove their fence during construction, they would participate in that effort. He further noted with regards to the parking ratio, they believed they were over-parked for the project's target market. He provided a brief history of the company and their marketing strategies.

Councilmember Tiscareno stated he believed the project would eliminate a blighted area and improve home values in the area.

In response to Councilmember Tiscareno, Interim City Attorney Cole clarified that the City's authority was over land use and not business practices. He noted the City had the municipal authority to regulate health, safety and welfare provided it was applicable to all similar

establishments in the City. He further noted there were options to deal with broader concerns, however; it would require extensive analysis by staff.

In response to Councilmember Ogorchock, Mr. Masters stated they would be participating in and paying the fee for, the Community Facilities District. He committed to adding security cameras and noted an onsite management was not financially feasible; however, they would be monitoring the site to assure it was maintained properly. He noted they would post contact information for the management company on site.

Councilmember Ogorchock reported homelessness had been an issue on the property and in the surrounding area. She stated she believed the project would provide an opportunity to increase homes values in the neighborhood.

In response to Councilmember Ogorchock, Mr. Masters stated they would be building the project to condominium specifications so that they could be converted when the market deemed it was appropriate.

Councilmember Ogorchock responded that often the renters purchased the units when a project was converted and she believed more transit-oriented development would occur in conjunction with the BART station opening.

In response to Councilmember Ogorchock, Mr. Masters stated the Covenants, Conditions, and Restrictions (CC&Rs) and Homeowners Association (HOA) would be activated when they processed their condominium plan.

In response to Mayor Wright, James Patton, Antioch resident, offered his proposed solutions to the residents' concerns which included decreasing the amount of dwellings, requiring the developer to maintain a presence and selling owner occupied units at the beginning of the development.

In response to Mayor Wright, Director of Community Development Ebbs explained vacant lots were a magnet for trespassing issues and blight.

In response to Mayor Wright, Mr. Masters stated it was their intention for this property to be part of the company's long term hold strategy. With regards to leasing out the property, he stated if initially they were unsuccessful, they would change how they marketed the development. He explained the parking ratio met the requirements from 10 years ago and this development was geared toward young professionals.

Councilmember Tiscareno spoke in support of the future conversion of the project to a condominium development and noted the City lacked inventory for young professionals. He encouraged the developer to communicate with adjacent neighbors.

RESOLUTION NO. 2017/94
RESOLUTION NO. 2017/95

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock the Council members present unanimously 1) Adopted the Resolution adopting the Almond Knolls Project Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project. 2) Adopted the Resolution approving a General Plan Amendment amending the land use designation for the project site from Neighborhood Commercial and Medium Low Density Residential to High Density Residential. 3) Introduced the Ordinance approving a rezone of the project site from R-6, R-20, and C-2 to R-20 only. 4) Adopted the Resolution approving a tentative parcel map for condominium purposes to allow the potential future sale of the proposed residential units, a variance to allow a six-foot tall view fence and vehicle gates along Worrell Road, a use permit for multi-family development, and design review, subject to conditions of approval.

Mayor Wright declared a recess at 10:11 P.M. The meeting reconvened at 10:21 P.M. with all Councilmembers present with the exception of Councilmembers Wilson and Thorpe who were previously noted as absent.

COUNCIL REGULAR AGENDA

7. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENT FOR ONE (1) ALTERNATE MEMBER VACANCY, 2-YEAR TERM, EXPIRING JULY 2019

City Manager Bernal introduced Regular Agenda Item #7.

Mayor Wright nominated Farideh Faraji for the Alternate Member vacancy expiring July 2019.

RESOLUTION NO. 2017/96

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council members present unanimously appointed Farideh Faraji for the Alternate Member vacancy expiring July 2019.

8. RESOLUTION AMENDING THE 2017 MASTER FEE SCHEDULE TO INCLUDE DISCOUNTED PROMOTIONAL FEES OF A LIMITED DURATION FOR RECREATION AND COMMUNITY SERVICES

City Manager Bernal introduced Regular Agenda Item #8.

Director of Parks and Recreation Kaiser presented the staff report dated July 25, 2017 recommending that the City Council adopt the resolution amending the 2017 Master Fee Schedule to include discounted promotional fees for a limited duration for recreation and community services.

RESOLUTION NO. 2017/97

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the Councilmembers present unanimously adopted the resolution amending the 2017 Master Fee Schedule to include discounted promotional fees for a limited duration for recreation and community services.

9. RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD FOR POST-RETIREMENT EMPLOYMENT

City Manager Bernal introduced Regular Agenda Item #9.

Administrative Services Director Mastay presented the staff report dated July 25, 2017 recommending the City Council adopt a resolution for an exception to the 180-day wait period for post-retirement employment regarding the Water Quality Analyst position.

RESOLUTION NO. 2017/98

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the Council members present unanimously adopted a resolution for an exception to the 180-day wait period for post-retirement employment regarding the Water Quality Analyst position.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS - None

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 10:27 P.M. to the next regular Council meeting on August 8, 2017.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

August 8, 2017
Council Chambers

6:00 P.M. - CLOSED SESSION

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager.** This closed session is authorized pursuant to Government Code section 54957.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, no reportable action.

Mayor Wright called the meeting to order at 7:04 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

Councilmember Wilson led the Council and audience in the Pledge of Allegiance.

Mayor Wright opened the meeting and led a moment of silence in memory of Antioch resident and Board of Administrative Appeals Vice Chair, Fred Rouse.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Lieutenant Schnitzius announced the Antioch Police Department Citizens Academy would begin on October 4, 2017. He noted applications would be accepted until September 1, 2017 and were available on the City's website or at the Antioch Police Department. He distributed flyers for the event to Council and noted they were also available in Council Chambers.

Chief Brooks announced staff of the Antioch Police Department would be announcing various civic events in the near future. He reported the surveillance cameras in the East 18th Street and Cavallo Road corridor were installed and the project was completed ahead of schedule and on budget. He added that since the technology had been implemented, they had recovered six stolen vehicles. He thanked Council for their support of the project.

Director of Park and Recreation Kaiser announced the Fall Recreation Guide would be mailed to residents on August 9, 2017 and provided the following event schedule:

- Antioch Senior Center trip to the Garin Apple Festival on September 9, 2017 at Garin Regional Park, Hayward
- Hot Summer Night Car Show fundraiser from 12:00 P.M. – 5:00 P.M. on September 16, 2017 at the Antioch Senior Center
- Last Call for Summer Fun half price admission on September 4, 2017 at the Antioch Water Park

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Mayor Wright announced the following Board and Commission openings:

- *Board of Administrative Appeals: One (1) vacancy; deadline date is August 25, 2017*
- *Economic Development Commission: One (1) vacancy; deadline date is September 1, 2017*

PUBLIC COMMENTS

Dwayne Eubanks, speaking as a citizen and on behalf his neighbors, thanked the City for replacing the retaining wall along James Donlon Blvd. He provided Council with photos of the project and a list of signatures from residents thanking Council for their support. He expressed interested in partnering with the City to landscape the area and requested a trash can be installed at the bus stop.

Jim Lanter, Rivertown Business Owner, discussed the impact increased criminal activity had on downtown business owners. He suggested the Antioch Police Department increase patrols in the area to deter and prevent crime from occurring after dark.

John Goodson requested downtown business owners in attendance stand and noted he along with those in attendance were concerned regarding criminal activities occurring downtown. He requested a task force of business owners, homeowners and City leaders be formed to develop a plan to reduce crime in the area.

Manual Sebrian expressed interest in developing Humphrey's Restaurant as a work program for the school district. He spoke in support of more surveillance cameras in high crime areas and implementing a Body Camera Program for the Antioch Police Department.

Debbie Blaisure, thanked Chief Brooks for meeting with her to discuss the recent burglary that occurred at her business. She spoke in support of increasing police patrols in downtown and stated the Rivertown business owners looked forward to a presentation on the Business Watch Program. She thanked the Council for listening to their concerns and suggested the homeowners, business owners and City work together to address the issues.

Tom Lamonthé, Antioch resident and business owner, spoke to the recent efforts to revitalize the downtown district and urged Council to work with the Rivertown District Merchants in providing police protection and addressing homelessness.

Joy Motts, Antioch resident, discussed increased criminal activity occurring downtown and noted that it was undermining the success of businesses. She suggested increased police or security presence to deter criminal activity in the area. She requested a meeting with the City and representatives of Rivertown to discuss a solution.

Angela deVictoria, expressed concern regarding an abandoned property at 406 H St. and requested the City red tag the home.

Mayor Wright, on behalf of JR Wilson, announced Stand Down on the Delta would be held August 11-14, 2017 at the Contra Costa County Fairgrounds and anyone wishing to volunteer could sign up on their website.

Chief Brooks reported that he took the comments from the Rivertown District business owners seriously and explained that property crime was affecting communities throughout the State. He noted the Police Department patrolled downtown; however, they could not be present at all times. He commented that the Police Crime Prevention Commission would be providing downtown business owners with resources to enable them to help themselves. He announced that the person responsible for the Rivertown Treasure Chest burglary had been identified from surveillance video and was arrested. He stated he looked forward to working with the business owners to address their concerns.

Ladonna Hardman, owner of NuceNuce Deli, stated she felt she was being harassed by a community member and if the situation continued, she would be taking legal action.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Wilson reported on her attendance at the Mello Roos meeting on August 7, 2017 with Councilmember Ogorchock.

Councilmember Thorpe reported on his attendance at the Mayor's Conference in July and a Transportation Conference in Chicago with Councilmember Wilson and a 2018 Ballot Measures Adhoc committee meeting. He thanked Chief Brooks for his leadership.

Councilmember Tiscareno read an email from CDBG Consultant Teri House updating Council on a warming center program for homeless families, at the Antioch library.

Councilmember Ogorchock added that the warming center program would utilize the conference room at the library and was specifically intended for families. She suggested that she work with Councilmember Tiscareno and CDBG Consultant House on the response to the Grand Jury Report.

Mayor Wright suggested agendaizing a discussion regarding the formation of an adhoc committee for the purpose of responding to the Grand Jury report.

Councilmember Ogorchock reported on her attendance at the League of California Cities meeting and her participation in National Night Out. She thanked Chief Brooks and Sergeant Meads for organizing the event.

Councilmember Tiscareno reported on his participation in National Night Out.

Mayor Wright reported on his attendance at the Mayor's Conference and his participation in National Night Out.

MAYOR'S COMMENTS

Mayor Wright thanked Council for participating in National Night Out and encouraged more neighborhoods to participate next year. He reported that he had attended the Citizens' Police Academy and he urged residents to apply for the program.

PRESENTATION

City Manager Bernal introduced the Presentation.

Izac Chyou, Senior Managing Consultant, presented the Investment Report by Public Finance Management (PFM).

1. **COUNCIL CONSENT CALENDAR**
 - A. **APPROVAL OF COUNCIL MINUTES FOR JULY 25, 2017**
 - B. **APPROVAL OF COUNCIL WARRANTS**
 - C. **ORDINANCE NO. 2125 C-S SECOND READING OF ORDINANCE – AMENDING TOBACCO AND PARAPHERNALIA RETAILER REGULATIONS BY REPEALING ANTIOCH CITY CODE SECTIONS 5-16.01 AND 6-8.14, AND REPEALING AND REPLACING SECTIONS 9-5.203 AND 9-5.3843 (Introduced on 07/25/17)**
 - D. **ORDINANCE NO. 2126 C-S SECOND READING OF ORDINANCE – ALMOND KNOLLS PROJECT (GP-16-03, Z-16-02, UP-16-19, V-17-02, AR-16-14) (Introduced on 07/25/17)**
 - E. **RESOLUTION NO. 2017/99 FINAL ACCEPTANCE OF THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS PROJECT (P.W. 507-15)**
 - F. **RESOLUTION NO. 2017/100 FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH BROWN AND CALDWELL FOR THE RIVER PUMP STATION EVALUATION, (P.W. 565-6)**
 - G. **RESOLUTION NO. 2017/101 CONSIDERATION OF BIDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION, PHASE 7 (P.W. 678-7)**
 - H. **UPDATE AND INITIATION OF ENVIRONMENTAL PROCESS FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**
 - I. **RESOLUTION NO. 2017/102 WATER TREATMENT PLANT - REMOVE/INSTALL GRANULAR ACTIVATED CARBON**
 - J. **RESOLUTION NO. 2017/103 WATER TREATMENT CHEMICALS PURCHASE – VENDOR CHANGE**

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council approved the Council Consent Calendar. The motion carried the following vote:

Ayes: Wilson, Tiscareno, Ogorchock, Wright

Absent: Thorpe

Councilmember Thorpe returned to the dais at 8:17 P.M.

PUBLIC HEARING

2. URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH IMPOSING A MORATORIUM ON THE CONVERSION OF MOBILE HOME PARKS FROM SENIOR-ONLY TO ALL-AGES HOUSING (*Continued from 07/25/17*)

City Manger Bernal introduced Public Hearing Item 2.

Interim City Attorney Cole discussed the manner in which the Public Hearing would be conducted and presented the staff report dated August 8, 2017 recommending the City Council enact an Urgency Ordinance of the City Council of the City of Antioch Imposing a Moratorium on the Conversion of Mobile home Parks from Senior-Only to All-Ages Housing.

Mayor Wright opened the public hearing.

Al Ives, Vista Diablo Mobile Home Park, Homeowners Board of Directors, urged Council to pass the moratorium to retain the park as a senior-only facility. He expressed concern regarding economic eviction and suggested the City pursue rent control. He provided statistics for mobile home parks with rent control ordinances and read a letter authored by Tom Torlakson in favor of a mobile home rent stabilization ordinance. He suggested the City discuss ways to help current homeowners with long-term leases and determine why park owners could not retain managers or provide preventative maintenance.

Lola Buck, President Vista Diablo Association, speaking on behalf of several residents present in Council Chambers, thanked Interim City Attorney Cole for drafting the ordinance. She reported that she believed recent actions by park management were in retaliation for residents speaking out and requesting the City's help. She urged Council to approve the urgency ordinance to impose the moratorium.

Gilbert Davis, Vista Diablo Mobile Home Park, stated the City did not provide an adequate amount of senior housing. He reported that regardless of a moratorium requiring the owners to maintain the park as a senior community for 10 years, management had allowed families, with children under the age of 18, to move into the park. He noted that park owners should be required to respond to the violation of the terms of their agreement with the City. He further noted that there was a discrepancy in space rents being charged. He spoke in support of maintaining the park as a senior community.

Vivian Espinoza, Vista Diablo Mobile Home Park, Secretary/Treasurer of Golden State Manufactured-home Owners League (GSMOL), thanked Interim City Attorney Cole for drafting the

ordinance. She reported the park was advertised as a senior community and residents were concerned their lifestyle would be disturbed if it was converted to a family park. She discussed the negative impacts of a family park environment and noted families had been allowed to move into the park which was in violation of park rules. She stated it was financially infeasible for them to move their homes. She encouraged Council to approve the senior overlay zoning ordinance.

Pat Honchell, Vista Diablo Mobile Home Park, stated she enjoyed living in a senior park with residents in the same age group, who were involved in the same activities. She reported that the structural integrity of her unit had been compromised when trenches were dug for additional spaces adjacent to her home and repairs due to the damage were estimated to cost approximately \$10k. She further noted attempts to contact Sierra Corporate Management regarding this issue were ignored. She urged Council to approve the urgency ordinance.

Emmet Corrigan, Vista Diablo Mobile Home Park, stated the corporate owners were entitled to a fair profit on their investment and he suggested park representatives consider what fair profit meant and how it affected seniors living on a fixed income.

Martha Aranda, Vista Diablo Mobile Home Park, reported that when she moved into the park, it was a quiet and well-maintained community; however, they were not informed about the possible conversion to a family park or the agreement they had with the City. She noted they were told children were required to be over 21 years old to live in the park. She stated owners of the park violated their agreement with Antioch by allowing individuals, with underage children, to purchase homes. She noted the park was built with no amenities or sufficient parking for families. She feared a financial hardship would be created for homeowners; because space rents would continue to increase and they would be unable to move or afford living in the park.

Erlinda Mirza, Vista Diablo Mobile Home Park, expressed concern that families who had moved into the park had resulted in visitor parking no longer being available, blight and vandalism. Additionally, she stated she could no longer enjoy her porch due to people loitering in the area.

Mayor Wright closed the public hearing.

Councilmember Tiscareno stated he supported the ordinance and thanked residents for speaking on this matter. He stated he was disappointed that the owners and management had not attended the meeting to express their point of view.

Councilmember Ogorchock reported that she had toured the area and Vista Diablo Mobile Home Park ownership needed to be held responsible for the health and safety issues that were occurring on the property. She thanked the residents for speaking this evening.

Mayor Wright stated Council had a lot of sympathy and compassion for residents of the park.

ORDINANCE NO. 2127 C-S

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, Council unanimously enacted an Urgency Ordinance of the City Council of the City of Antioch Imposing a Moratorium on the Conversion of Mobile home Parks from Senior-Only to All-Ages Housing.

Mayor Wright declared a recess at 9:04 P.M. The meeting reconvened at 9:15 P.M. with all Councilmembers present.

COUNCIL REGULAR AGENDA

3. ANTIOCH ANIMAL SERVICES MANAGER

City Manager Bernal introduced Agenda Item #3.

Chief Brooks and Administrative Services Director Mastay presented the staff report dated August 8, 2017 recommending the City Council adopt a resolution: 1) Accepting funding from Tony La Russa's Animal Rescue Foundation (ARF) through the financial support of Maddies Fund; and 2) Approving the class specification for an Animal Services Manager; and 3) Assigning the Animal Services Manager class specification to a salary range and to the Management/Senior Bargaining Unit; and 4) Approving the cost and reimbursement of one (1) Animal Services Manager position in the fiscal year 2017/19 budget.

Chief Brooks explained that if the Animal Services Manager position were approved the salary savings for the Lieutenant and Captain currently performing oversight of the facility, would go toward the salary of the Manager.

In response to Councilmember Thorpe, Chief Brooks noted the monies from ARF were specifically earmarked for an Animal Services Manager position.

In response to Councilmember Ogorchock, Chief Brooks reported the surgical suite should be completed by the end of September and a person was in process for the DVM position.

Administrative Services Director Mastay added that the RVT class specification was in the process of being approved by Local 3 and should be before Council on August 22, 2017.

Dr. Jeffrey Klingler, spoke in support of the staff recommendations noting that they were aligned with the Grand Jury findings and important to preserve and build on gains made at the shelter.

Karen Kops, President of HARP, spoke in support of the Grand Jury and staff report recommendations. She suggested the City move forward with the selection of an advisory group. She thanked Council for their attention to the welfare of the animals in the shelter and community.

Mayor Wright read written comments from Kim Charef, Antioch resident, Julie Rasmussen, Brentwood resident and Holly Cuciz, Brentwood resident urging Council to approve the resolution to hire an Animal Services Manager.

Lou Lewis, Antioch resident, Antioch Animal Services volunteer, reported the animals in the shelter needed time to overcome trauma and ARF pathways did not provide time for them to do so. She spoke in support of the City hiring more support staff for the shelter and she urged Council to postpone their decision on hiring an Animal Services Manager.

Sofie Roman, Antioch resident, stated she had sent an email to Council suggesting an option to benefit homeless adoptable animals. She thanked Mayor Wright and City Manager Bernal for acknowledging her concerns. She expressed gratitude to Supervisor Helgemo for her oversight of the facility and increasing the save rate of shelter animals. She spoke in support of Antioch participating in the development of a no-kill shelter for East County and suggested Council postpone action this evening to research their options.

Vince Augusta, Antioch resident, stated Supervisor Helgemo had successfully fulfilled the management position for years with minimal resources. He stated he feels Maddie's fund dollars would be better utilized to increase staffing levels and fulfill the recommendations of the Grand Jury. He expressed concern that the surgical suite had not been constructed and the DVM and RVT had not been hired. He urged Council to delay voting on this matter, investigate the proposal by ARF and speak with the volunteers prior to spending the funds.

Barbara Sobalvarro, Friends of Animal Services, stated they had wanted Council to take action to hire an Animal Services Manager for years; however, she recommended Council postpone action and work with the volunteers to determine what other options were available.

In response to Councilmember Thorpe, Chief Brooks stated after the initial 12 months, the City would be responsible for funding the Animal Services Manager position. He added that \$75,000 currently being utilized for management oversight would go toward funding the position and the Manager would look for other potential revenue sources.

Administrative Services Director Mastay added that funding for the position would take the City into the 19/20 budget cycle.

Councilmember Tiscareno thanked Chief Brooks for the report and everyone who spoke this evening.

In response to Councilmember Tiscareno, Chief Brooks reiterated the money from ARF was specifically earmarked for an Animal Services Manager.

Councilmember Tiscareno stated the Lieutenant and Captain overseeing the shelter could return to police work if the Animal Services Manager position was filled. He voiced his support for the Animal Shelter and the volunteers. He noted the goal to improve the shelter and it was his opinion once the RVT and DVM were hired, the City would have a full-functioning business operation. He discussed the importance of having respect for the animals and stated he supported the resolution.

In response to Councilmember Ogorchock, Chief Brooks stated there would be a cost savings with on site spay and neutering. He added that in the future the shelter could possibility generate

revenue by providing low cost spay and neuter services in East County. He noted the Animal Services Manager would be a working position and further noted successful shelters in like size; intake and population had shelter managers. He commented that it would be important to have someone well versed in shelter operations and who had relationships with other animal welfare organizations to move the shelter forward in a successful manner.

Councilmember Ogorchock stated she viewed the Animal Services Manager as an extra person working at the shelter. She noted with the salary savings and revenue generation from spay and neuter clinics; there may be an opportunity to eliminate budget impacts.

Councilmember Wilson stated the City was missing the policy and procedure focus as well as understanding of the budget. She noted the Animal Services Manager would be able to oversee the budget and make staffing recommendations.

In response to Councilmember Thorpe, Chief Brooks responded that Supervisor Helgemo was put into place to act as a quasi manager when the previous Animal Services Manager left the position. He noted at that time, the City provided a Lieutenant and Captain to provide management oversight for budgetary and policy issues. He further noted this position would free up Supervisor Helgemo to adequately supervise day to day shelter operations. He stated the Animal Services Manager would oversee budgetary and policy issues as well as interact with other agencies and develop the future vision for the shelter. He noted the Lieutenant and Captain would return to full-time police work and the Animal Services Manager would assume their responsibilities as well as some of the Supervisor's tasks.

Mayor Wright reported he had toured the shelter and he was happy to hear the surgical suite was moving forward and would be completed by the end of September. He stated he was excited Lieutenant Mendes would be able to return to police work fulltime.

RESOLUTION NO. 2017/104

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, Council adopted a resolution: 1) Accepting funding from Tony La Russa's Animal Rescue Foundation (ARF) through the financial support of Maddies Fund; and 2) Approving the class specification for an Animal Services Manager; and 3) Assigning the Animal Services Manager class specification to a salary range and to the Management/Senior Bargaining Unit; and 4) Approving the cost and reimbursement of one (1) Animal Services Manager position in the fiscal year 2017/19 budget. The motion carried the following vote:

Ayes: Wilson, Tiscareno, Ogorchock, Wright

Noes: Thorpe

4. LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS PACKET

City Manager Bernal introduced Agenda item #4.

Administrative Services Director Mastay presented the staff report dated August 8, 2017 recommending the City Council review and discuss the League of California Cities Annual

Conference Resolutions Packet and provide direction to the voting delegate (Council Member Ogorchock).

Mayor Wright thanked Chief Brooks for sharing information regarding crime rates and noted issues were statewide. He thanked Councilmember Ogorchock for representing the City at the annual conference.

Councilmember Ogorchock reported she had a conversation with Chief Brooks regarding the issues and received input that she would be adding to the discussion.

On motion by Councilmember Thorpe, seconded by Councilmember Tiscareno, Council unanimously provided direction to Councilmember Ogorchock to vote on behalf of the City in support of both measures.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

Following discussion, Council indicated they would be available on August 29, 2017 or September 5, 2017 for Brown Act Training.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested Council consider Veteran's banners for "L" Street.

Mayor Wright requested Council discuss the feasibility of speed bumps and speed tables.

Councilmember Thorpe requested Council discuss infill/smart growth for the Hillcrest Specific Plan.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting, in honor of Fred Rouse, at 10:12 P.M. to the next regular Council meeting on August 22, 2017.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 28 - AUGUST 10, 2017
 FUND/CHECK#

100 General Fund

Non Departmental

369987	ABRAMS ASSOCIATES	CONSULTING SERVICES	5,832.00
370031	DELTA DENTAL	PAYROLL DEDUCTIONS	124.36
370089	MICHAEL BAKER INTERNATIONAL	CONSULTING SERVICES	2,564.00
370113	PDC CORPORATION	REFUND CBSC FEE	8.00
370118	RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	7,063.55
370138	T MOBILE USA INC	DEPOSIT REFUND	2,260.00
370142	THOMPSON, SHERI	BARRICADE DEPOSIT REFUND	60.00
370158	WOMENS CLUB OF ANTIOCH	DEPOSIT REFUND	1,000.00
370165	MICHAEL BAKER INTERNATIONAL	CONSULTING SERVICES	1,225.00
370187	BUSY BEES	SB 1186 REFUND	1.00
370204	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	17,942.08
370205	CONTRA COSTA WATER DISTRICT	RESERVE FEES	87,087.00
370217	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	234,078.00
370233	HOHNDORF, MICHAEL	SB 1186 REFUND	1.00
929857	ZUMWALT ENGINEERING GROUP INC	CONSULTING SERVICES	1,548.00

City Attorney

370049	GIBBONS AND CONLEY	PROFESSIONAL SERVICES	27,745.21
370050	GOLDFARB AND LIPMAN LLP	PROFESSIONAL SERVICES	836.50
370131	SHRED IT INC	SHRED SERVICES	56.18
370155	WESTAMERICA BANK	COPIER LEASE	78.95
370161	ZANDONELLA REPORTING SERVICE	PROFESSIONAL SERVICES	1,851.45
370249	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	1,135.00
370259	OLD REPUBLIC TITLE CO	LITIGATION SERVICES	928.00
370266	REGENTS OF THE UNIVERSITY OF C	SUPPLIES	412.19
929794	RAY MORGAN COMPANY	COPIER USAGE	212.95

City Manager

370155	WESTAMERICA BANK	COPIER LEASE	78.95
370257	OFFICE MAX INC	OFFICE SUPPLIES	169.93
929794	RAY MORGAN COMPANY	COPIER USAGE	212.95

City Clerk

370000	BAY AREA NEWS GROUP	LEGAL AD	503.10
370086	MAUREEN KANE AND ASSOCIATES	CONFERENCE DUES	1,550.00
370155	WESTAMERICA BANK	COPIER LEASE	78.95
370257	OFFICE MAX INC	OFFICE SUPPLIES	376.14
929794	RAY MORGAN COMPANY	COPIER USAGE	212.95

City Treasurer

370114	PFM ASSET MGMT LLC	CONSULTING SERVICES	7,363.83
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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 28 - AUGUST 10, 2017
 FUND/CHECK#

Human Resources

370104 OFFICE MAX INC	OFFICE SUPPLIES	326.85
370131 SHRED IT INC	SHRED SERVICES	108.69
370155 WESTAMERICA BANK	COPIER LEASE	250.02
370222 FEDEX	SHIPPING	41.52
929794 RAY MORGAN COMPANY	COPIER USAGE	487.60

Economic Development

370095 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	6,035.88
370155 WESTAMERICA BANK	COPIER LEASE	78.95
929794 RAY MORGAN COMPANY	COPIER USAGE	212.95

Finance Administration

370155 WESTAMERICA BANK	COPIER LEASE	250.02
370180 BANK OF AMERICA	MEMBER DUES	210.00
370289 WHOLESALE TABS AND FOLDERS	SUPPLIES	425.30
929794 RAY MORGAN COMPANY	COPIER USAGE	649.42

Finance Accounting

369997 BADAWI & ASSOCIATES	AUDIT SERVICES	27,571.50
370131 SHRED IT INC	SHRED SERVICES	161.19
370180 BANK OF AMERICA	MEMBER DUES	630.00
370252 MASTERMARK	STAMPS	442.15

Finance Operations

370144 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
370155 WESTAMERICA BANK	COPIER LEASE	350.36
370283 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
929794 RAY MORGAN COMPANY	COPIER USAGE	744.53

Non Departmental

369989 ALICEA 138 INC	BUS LIC TAX REFUND	862.05
370094 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	23,117.31
370096 MUNISERVICES LLC	Q3 SUTA SERVICES	1,950.65
370187 BUSY BEES	BUS LIC TAX REFUND	262.50
370189 CARRIAGE CEMETARY SERVICES OF	BUS LIC TAX REFUND	549.03
370233 HOHNDORF, MICHAEL	BUS LIC TAX REFUND	250.00
370248 LEW EDGARDS GROUP, THE	CONSULTING SERVICES	4,950.00
370264 QI MA AND JIE LI	BUS LIC TAX REFUND	250.00
370290 WILSON AND KRATZER MORTUARIES	BUS LIC TAX REFUND	249.00
370292 DELTA DIABLO	GOLF COURSE WATER	19,268.65
929748 RETIREE	MEDICAL AFTER RETIREMENT	1,709.04

Public Works Maintenance Administration

370155 WESTAMERICA BANK	COPIER LEASE	22.50
929794 RAY MORGAN COMPANY	COPIER USAGE	51.45

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Public Works General Maintenance Services

370155 WESTAMERICA BANK	COPIER LEASE	60.00
929794 RAY MORGAN COMPANY	COPIER USAGE	137.20

Public Works Street Maintenance

370104 OFFICE MAX INC	OFFICE SUPPLIES	48.93
370176 ANTIOCH BUILDING MATERIALS	ASPHALT	37,833.49
370211 DELTA FENCE CO	REPAIR SERVICES	1,193.00
370276 SUBURBAN PROPANE	PROPANE	146.41
929715 CRYSTAL CLEAR LOGOS INC	SUPPLIES	226.31

Public Works-Signal/Street Lights

370111 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	116.08
370135 STATE OF CALIFORNIA	SIGNALS & LIGHTING MAINTENANCE	2,590.48
370201 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	48,094.20
370288 WESCO RECEIVABLES CORP	SUPPLIES	2,966.28
929849 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,765.36

Public Works-Striping/Signing

370066 INTERSTATE SALES	OPERATING SUPPLIES	2,596.52
370104 OFFICE MAX INC	OFFICE SUPPLIES	211.09
370129 SHERWIN WILLIAMS CO	PAINT	125.10
370130 SHERWIN WILLIAMS CO	PAINT	380.51
370166 OFFICE MAX INC	OFFICE SUPPLIES	45.24
370221 FASTENAL CO	SUPPLIES	180.82
370276 SUBURBAN PROPANE	PROPANE	146.42
929736 GRAINGER INC	SUPPLIES	202.16
929851 KARSTE CONSULTING INC	CONSULTING SERVICES	1,100.00
929854 QUENVOLDS	SAFETY SHOES - E LOPEZ	117.31

Public Works-Facilities Maintenance

370019 CONCRETE CUSTOM DESIGNS	FLOOR RESURFACING	4,400.00
370154 WESCO RECEIVABLES CORP	SUPPLIES	165.87
370159 WOODIWISS PAINTING	CITY HALL PAINTING	4,900.00
370169 ACE HARDWARE, ANTIOCH	SUPPLIES	14.67
370242 KELLY MOORE PAINT CO	SUPPLIES	35.09
370256 OAKLEYS PEST CONTROL	PEST CONTROL	350.00
929848 HAMMONS SUPPLY COMPANY	SUPPLIES	34.88
929852 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85

Public Works-Parks Maint

369991 AMERICAN PLUMBING INC	REPAIR SERVICES	205.00
370032 DELTA FENCE CO	REPAIR SERVICES	1,954.00
370071 KAY PARK AND REC CORP	RECEPTACLES	1,310.50
370109 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	56,975.58

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370173	ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR	14,350.00
370261	PACIFIC GAS AND ELECTRIC CO	REPAIR SERVICES	2,494.76
929712	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	1,413.75
929715	CRYSTAL CLEAR LOGOS INC	SUPPLIES	226.31
929754	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	199.67
Public Works-Median/General Land			
369988	ACE HARDWARE, ANTIOCH	SUPPLIES	13.10
370169	ACE HARDWARE, ANTIOCH	SUPPLIES	66.75
370274	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,185.92
929855	JOHN DEERE LANDSCAPES PACHECO	INSTALLATION SERVICES	1,337.50
Public Works-Work Alternative			
370169	ACE HARDWARE, ANTIOCH	SUPPLIES	60.67
Police Administration			
370006	CALIFORNIA POLICE CHIEFS ASSOC	TRAINING - T BROOKS	475.00
370013	CNOA REGION II	TRAINING - F BLUMBERG	45.00
370020	CONTRA COSTA COUNTY	TRAINING - T KEO-VANN	324.00
370026	CPS HUMAN RESOURCE SERVICES	RECRUITMENT EXAM MATERIALS	1,347.50
370027	CSI FORENSIC SUPPLY FORNERLY	EVIDENCE SUPPLIES	464.61
370040	EIDEN, KITTY J	MINUTES CLERK	105.00
370047	GALLS INC	UNIFORMS	260.47
370098	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	990.55
370100	NEXTEL SPRINT	EQUIPMENT	96.83
370131	SHRED IT INC	SHREDDING SERVICES	425.76
370144	UNITED PARCEL SERVICE	SHIPPING	55.48
370155	WESTAMERICA BANK	COPIER LEASE	1,642.05
370163	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	500.00
370178	ANTIOCH ROTARY CLUB	ANNUAL DUES	250.00
370179	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES	70.35
370186	BROOKS, TAMMANY N	TRAINING PER DIEM	192.00
370195	CONTRA COSTA COUNTY	TRAINING - B PADILLA	59.00
370196	CONTRA COSTA COUNTY	TRAINING - J JEONG	59.00
370197	CONTRA COSTA COUNTY	TRAINING - E JOHNSEN	59.00
370198	CONTRA COSTA COUNTY	TRAINING - T LENDERMAN	59.00
370224	FOUR POINTS SHERATON	LODGING - T BROOKS	503.77
370239	JOHNSON, VIRGINIA L	EXPENSE REIMBURSEMENT	120.01
370246	KEO-VANN, TRAK	TRAINING PER DIEM	57.50
370263	PSYCHOLOGICAL SERVICES GROUP	ANNUAL RENEWAL	11,100.00
370265	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
370268	REMINGTON ARMS CO	TRAINING - T CHANG	250.00
370269	REMINGTON ARMS CO	TRAINING - S DUGGAR	250.00

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370270	REMINGTON ARMS CO	TRAINING - E MCMANUS	250.00
370283	UNITED PARCEL SERVICE	SHIPPING	26.68
370288	WESCO RECEIVABLES CORP	SUPPLIES	219.23
929755	IMAGE SALES INC	ID CARDS	20.56
929775	MOBILE MINI LLC	STORAGE RENTAL	250.14
929794	RAY MORGAN COMPANY	COPIER USAGE	2,716.90
929844	CRYSTAL CLEAR LOGOS INC	UNIFORMS	438.15
929850	IMAGE SALES INC	ID CARDS	20.56
929853	MOBILE MINI LLC	STORAGE RENTAL	108.10
Police Reserves			
370177	ANTIOCH POLICE EXPLORERS	EXPENSE REIMBURSEMENT	300.00
Police Prisoner Custody			
370155	WESTAMERICA BANK	COPIER LEASE	151.33
929794	RAY MORGAN COMPANY	COPIER USAGE	66.76
Police Community Policing			
370041	ERICKSON, JASON KIRK	EXPENSE REIMBURSEMENT	38.41
370164	HUNT AND SONS INC	FUEL	160.62
370170	ACEK9	SUBSCRIPTION	504.00
370208	COX, JOHN SPENCER	MILEAGE REIMBURSEMENT	123.60
370220	FACHNER, DANIEL E	MILEAGE REIMBURSEMENT	46.55
370242	KELLY MOORE PAINT CO	SUPPLIES	13.92
370247	LEHR AUTO ELECTRIC	COMMUNITY CAMERAS	72,870.00
370251	MALSOM, STACEY K	MILEAGE REIMBURSEMENT	75.65
929849	ICR ELECTRICAL CONTRACTORS	COMMUNITY CAMERAS	11,598.00
Police Traffic Division			
370058	HUNT AND SONS INC	FUEL	59.46
Police Investigations			
370023	CONTRA COSTA COUNTY	ALCOHOL TESTING	550.00
370058	HUNT AND SONS INC	FUEL	65.47
370081	LEXISNEXIS	LEGAL SERVICES	255.00
370155	WESTAMERICA BANK	COPIER LEASE	607.78
370200	CONTRA COSTA COUNTY	BLOOD WITHDRAWAL SERVICES	3,465.00
370202	CONTRA COSTA COUNTY	CRIME LAB FEES	13,030.00
929794	RAY MORGAN COMPANY	COPIER USAGE	1,047.10
Police Communications			
370100	NEXTEL SPRINT	CELL PHONE EQUIPMENT	167.31
370192	COMCAST	CONNECTION SERVICES	105.55
370193	COMCAST	CONNECTION SERVICES	350.14
370199	CONTRA COSTA COUNTY	RADIO SERVICE	64.00

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Police Facilities Maintenance

369991 AMERICAN PLUMBING INC	REPAIR SERVICES	491.90
370100 NEXTEL SPRINT	CELL PHONE	3,424.62
370242 KELLY MOORE PAINT CO	SUPPLIES	87.17
929852 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20

Community Development Administration

929794 RAY MORGAN COMPANY	COPIER USAGE	594.00
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Community Development Land Planning Services

370000 BAY AREA NEWS GROUP	LEGAL AD	193.50
370022 CONTRA COSTA COUNTY	LAFCO	20,471.34
370118 RANEY PLANNING & MANAGEMENT IN	CONSULTING SERVICES	2,015.06
370155 WESTAMERICA BANK	COPIER LEASE	113.69

CD Code Enforcement

370155 WESTAMERICA BANK	COPIER LEASE	175.26
929794 RAY MORGAN COMPANY	COPIER USAGE	228.63

PW Engineer Land Development

370155 WESTAMERICA BANK	COPIER LEASE	686.14
370257 OFFICE MAX INC	OFFICE SUPPLIES	62.21
929794 RAY MORGAN COMPANY	COPIER USAGE	342.32
929856 TESTING ENGINEERS INC	CONSULTING SERVICES	3,499.00

Community Development Building Inspection

370113 PDC CORPORATION	GREEN BLDG COMMERCIAL REFUND	892.36
370119 RED WING SHOE STORE	SAFETY SHOES - BOCCIO	275.00
370155 WESTAMERICA BANK	COPIER LEASE	113.69
370257 OFFICE MAX INC	OFFICE SUPPLIES	154.77

Capital Imp. Administration

370155 WESTAMERICA BANK	COPIER LEASE	108.50
929794 RAY MORGAN COMPANY	COPIER USAGE	114.70

Community Development Engineering Services

370000 BAY AREA NEWS GROUP	LEGAL AD	90.00
370155 WESTAMERICA BANK	COPIER LEASE	105.31
929794 RAY MORGAN COMPANY	COPIER USAGE	111.32

212 CDBG Fund

CDBG

370000 BAY AREA NEWS GROUP	LEGAL AD	511.20
370280 TRB AND ASSOCIATES	CONSULTING SERVICES	17,280.00

213 Gas Tax Fund

Streets

370111 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	92.09
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214 Animal Control Fund

Animal Control

370097 MWI VETERINARY SUPPLY CO	MEDICAL SUPPLIES	1,816.33
370099 NETWAV	OPERATING SUPPLIES	603.73
370100 NEXTEL SPRINT	CELL PHONE	269.06
370155 WESTAMERICA BANK	COPIER LEASE	151.33
370216 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	416.78
370232 HILLS PET NUTRITION	ANIMAL FOOD	804.33
370255 MWI VETERINARY SUPPLY CO	MEDICAL SUPPLIES	1,765.02
929794 RAY MORGAN COMPANY	COPIER USAGE	374.45
929852 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80

Maddie's Fund Grant

370182 BAYER HEALTH CARE	ANIMAL MEDICAL SUPPLIES	196.00
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219 Recreation Fund

Non Departmental

370008 CCC SENIOR NUTRITION PROGRAM	NUTRITION SERVICES	25,137.14
370056 HILL, LORETTA	DEPOSIT REFUND	500.00
370103 OCHOA, BERNICE	DEPOSIT REFUND	1,000.00
370134 STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	1,104.59
370234 HUB INTERNATIONAL OF CA INSURANCE	EVENT INSURANCE	629.90
370258 OJI, KELECHI	SECURITY REFUND	750.00
370278 TATUM, MAURISSA	DEPOSIT REFUND	1,000.00

Recreation Admin

370073 KELLY MOORE PAINT CO	SUPPLIES	35.58
370102 OAKLEYS PEST CONTROL	PEST CONTROL	225.00
370243 KELLY MOORE PAINT CO	SUPPLIES	89.92

Senior Programs

929852 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	388.00
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Recreation Classes/Prog

370085 MAD SCIENCE OF MT DIABLO	CONTRACTOR PAYMENT	1,500.00
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Recreation Sports Programs

370018 CONCORD SOFTBALL UMPIRES	CONTRACTOR PAYMENT	1,316.00
370075 KIDZ LOVE SOCCER INC	CONTRACTOR PAYMENT	1,782.00
370078 LENHART ALARM AND SECURITY	SUPPLIES	73.95
370104 OFFICE MAX INC	OFFICE SUPPLIES	180.50
370139 TEAMSIDELINE.COM	SOFTWARE	599.00
370184 BIG SKY LOGOS AND EMBROIDERY	AWARDS	749.03
370206 COSTCO	CONCESSIONS SUPPLIES	360.64
370226 GARDA CL WEST INC	ARMORED CAR SERVICE	150.93
370293 UNITED STATES POSTAL SERVICE	BULK MAIL POSTAGE	2,666.66

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Recreation-New Comm Cntr

369998 BAGNESCHI, ALBERTA	CONTRACTOR PAYMENT	384.00
370014 COLE SUPPLY CO INC	SUPPLIES	493.59
370015 COLLINS, SHJUANA	CLASS REFUND	185.00
370033 DELTA KAYAK ADVENTURES	CONTRACTOR PAYMENT	384.00
370055 HIDALGO, ANIBAL AVISSAI	EXPENSE REIMBURSEMENT	94.07
370109 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,746.75
370115 PLAY WELL TEKNOLOGIES	CONTRACTOR PAYMENT	1,430.00
370122 RIDLEY, DEXTER	CONTRACTOR PAYMENT	147.00
370155 WESTAMERICA BANK	COPIER LEASE	300.62
370181 BANK OF AMERICA	EVENT EXPENSE	513.00
370193 COMCAST	CONNECTION SERVICES	1,588.45
370212 DISCOUNT SCHOOL SUPPLY	PROGRAM SUPPLIES	424.58
370214 DUGAND, KARINA	CONTRACTOR PAYMENT	842.40
370226 GARDA CL WEST INC	ARMORED CAR SERVICE	150.93
370237 INCREDIFLIX INC	CONTRACTOR PAYMENT	1,680.00
370240 JUMP BUNCH	CONTRACTOR PAYMENT	475.20
370272 ROBERTS, NANCY	CONTRACTOR PAYMENT	499.80
370279 TRAPP, SHAWN	CLASS REFUND	216.00
370293 UNITED STATES POSTAL SERVICE	POSTAGE FOR FALL REC GUIDE	2,666.68
929794 RAY MORGAN COMPANY	COPIER USAGE	343.30

222 Measure C/J Fund

Streets

370218 ECONOMIC AND PLANNING SYSTEMS	PROFESSIONAL SERVICES	7,906.50
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226 Solid Waste Reduction Fund

Solid Waste Used Oil

370210 DELTA DIABLO	HHW PROGRAM	1,939.65
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Solid Waste

370210 DELTA DIABLO	HHW PROGRAM	9,677.10
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229 Pollution Elimination Fund

Channel Maintenance Operation

370035 DEPT OF PESTICIDE REGULATION	CERTIFICATION	90.00
370110 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,800.50
370167 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,800.50
370225 FURBER SAW INC	SUPPLIES	129.39
370254 MJH EXCAVATING INC	EQUIPMENT RENTAL	7,355.00
370260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,800.50
929715 CRYSTAL CLEAR LOGOS INC	SUPPLIES	226.30

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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

370132 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,593.00
370141 TERRACARE ASSOCIATES	TURF MOWING	136.60

Lonetree Maintenance Zone 2

370132 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,593.00
370260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	6,534.50
929855 JOHN DEERE LANDSCAPES PACHECO	REPAIR SERVICES	539.75

Lonetree Maintenance Zone 4

370141 TERRACARE ASSOCIATES	TURF MOWING	218.56
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252 Downtown SLLMD Fund

Downtown Maintenance

370141 TERRACARE ASSOCIATES	TURF MOWING	136.60
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

370141 TERRACARE ASSOCIATES	TURF MOWING	355.16
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Hillcrest Maintenance Zone 2

370141 TERRACARE ASSOCIATES	TURF MOWING	486.30
370260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,294.10
370275 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	7,400.00

Hillcrest Maintenance Zone 4

370141 TERRACARE ASSOCIATES	TURF MOWING	273.20
370260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,294.08
370274 SILVA LANDSCAPE	LANDSCAPE SERVICES	4,216.48

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

370141 TERRACARE ASSOCIATES	TURF MOWING	355.16
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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

370141 TERRACARE ASSOCIATES	TURF MOWING	5.46
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Citywide 2A Maintenance Zone 6

370141 TERRACARE ASSOCIATES	TURF MOWING	327.84
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Citywide 2A Maintenance Zone 8

370141 TERRACARE ASSOCIATES	TURF MOWING	27.32
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Citywide 2A Maintenance Zone 9

370141 TERRACARE ASSOCIATES	TURF MOWING	81.96
370260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,107.34

257 SLLMD Administration Fund

SLLMD Administration

369988 ACE HARDWARE, ANTIOCH	SUPPLIES	14.67
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370000 BAY AREA NEWS GROUP	LEGAL AD	387.90
370141 TERRACARE ASSOCIATES	TURF MOWING	327.84
929715 CRYSTAL CLEAR LOGOS INC	SUPPLIES	226.31
929854 QUENVOLDS	SAFETY SHOES - GOSS	544.83
259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
370132 SILVA LANDSCAPE	LANDSCAPE SERVICES	4,216.40
929816 JOHN DEERE LANDSCAPES PACHECO	PARTS	628.49
311 Capital Improvement Fund		
Streets		
370000 BAY AREA NEWS GROUP	LEGAL AD	437.40
370173 ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR PROJECT	28,194.45
Northeast Annexation		
370185 BKF ENGINEERS INC	CONSULTING SERVICES	2,817.32
416 Honeywell Capital Lease Fund		
Non Departmental		
369999 BANK OF AMERICA	LOAN PAYMENT	44,942.88
570 Equipment Maintenance Fund		
Non Departmental		
370058 HUNT AND SONS INC	FUEL	28,599.86
370236 HUNT AND SONS INC	FUEL	12,936.30
Equipment Maintenance		
370054 HARLEY DAVIDSON	MAINTENANCE SERVICES	495.86
370074 KEN KELLER SALES	PARTS	84.54
370126 ROYAL BRASS INC	SUPPLIES	120.57
370155 WESTAMERICA BANK	COPIER LEASE	27.50
370156 WINTER CHEVROLET CO	AUTO PARTS	79.55
370162 FAST UNDERCAR	AUTO PARTS	198.77
370175 ANTIOCH AUTO PARTS	AUTO PARTS	2,862.34
370190 CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	24.84
370215 EAST BAY TIRE CO	TIRE SERVICE	257.75
370281 TRED SHED, THE	TIRES	4,195.51
370287 WALNUT CREEK FORD	AUTO PARTS	1,096.71
929736 GRAINGER INC	SUPPLIES	19.14
929781 NIXON EGLI EQUIPMENT CO	PARTS	793.32
929794 RAY MORGAN COMPANY	COPIER USAGE	62.88
573 Information Services Fund		
Information Services		
370150 VERIZON WIRELESS	DATA USAGE	288.99

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Network Support & PCs

370016 COMCAST	CONNECTION SERVICES	195.04
370076 KIS	SUPPLIES	75.00
370155 WESTAMERICA BANK	COPIER LEASE	102.03
370193 COMCAST	CONNECTION SERVICES	1,028.98
370231 HEWLETT PACKARD COMPANY	COMPUTER SUPPLIES	1,660.13
929709 COMPUTERLAND	COMPUTER SUPPLIES	546.91
929794 RAY MORGAN COMPANY	COPIER USAGE	20.15
929845 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,510.00

Office Equipment Replacement

370131 SHRED IT INC	SHRED SERVICES	2,158.61
929709 COMPUTERLAND	SUPPLIES	129.43

577 Post Retirement Medical-Police Fund

Non Departmental

370003 RETIREE	MEDICAL AFTER RETIREMENT	1,139.00
370005 RETIREE	MEDICAL AFTER RETIREMENT	733.39
370007 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
370048 RETIREE	MEDICAL AFTER RETIREMENT	1,045.42
370057 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
370069 RETIREE	MEDICAL AFTER RETIREMENT	348.64
370077 RETIREE	MEDICAL AFTER RETIREMENT	905.87
370087 RETIREE	MEDICAL AFTER RETIREMENT	129.00
370088 RETIREE	MEDICAL AFTER RETIREMENT	1,229.46
370125 RETIREE	MEDICAL AFTER RETIREMENT	238.70
370143 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
370157 RETIREE	MEDICAL AFTER RETIREMENT	472.96
929685 RETIREE	MEDICAL AFTER RETIREMENT	905.87
929686 RETIREE	MEDICAL AFTER RETIREMENT	275.31
929688 RETIREE	MEDICAL AFTER RETIREMENT	1,253.12
929691 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929692 RETIREE	MEDICAL AFTER RETIREMENT	1,253.12
929701 RETIREE	MEDICAL AFTER RETIREMENT	912.99
929703 RETIREE	MEDICAL AFTER RETIREMENT	796.00
929706 RETIREE	MEDICAL AFTER RETIREMENT	579.26
929710 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929723 RETIREE	MEDICAL AFTER RETIREMENT	1,466.78
929729 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929730 RETIREE	MEDICAL AFTER RETIREMENT	796.00
929731 RETIREE	MEDICAL AFTER RETIREMENT	172.48
929744 RETIREE	MEDICAL AFTER RETIREMENT	172.48

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929747 RETIREE	MEDICAL AFTER RETIREMENT	238.65
929750 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929751 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929752 RETIREE	MEDICAL AFTER RETIREMENT	233.54
929774 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929777 RETIREE	MEDICAL AFTER RETIREMENT	605.39
929778 RETIREE	MEDICAL AFTER RETIREMENT	905.87
929792 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929793 RETIREE	MEDICAL AFTER RETIREMENT	579.26
929795 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929797 RETIREE	MEDICAL AFTER RETIREMENT	972.09
929806 RETIREE	MEDICAL AFTER RETIREMENT	605.29
929818 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929820 RETIREE	MEDICAL AFTER RETIREMENT	733.39
929824 RETIREE	MEDICAL AFTER RETIREMENT	472.96
929829 RETIREE	MEDICAL AFTER RETIREMENT	238.65
929839 RETIREE	MEDICAL AFTER RETIREMENT	605.39
929841 RETIREE	MEDICAL AFTER RETIREMENT	258.37
929842 RETIREE	MEDICAL AFTER RETIREMENT	605.29

578 Post Retirement Medical-Misc Fund

Non Departmental

370001 RETIREE	MEDICAL AFTER RETIREMENT	226.69
370010 RETIREE	MEDICAL AFTER RETIREMENT	375.57
370036 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370038 RETIREE	MEDICAL AFTER RETIREMENT	473.38
370053 RETIREE	MEDICAL AFTER RETIREMENT	709.38
370070 RETIREE	MEDICAL AFTER RETIREMENT	226.69
370090 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370117 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370121 RETIREE	MEDICAL AFTER RETIREMENT	345.38
370124 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370127 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370149 RETIREE	MEDICAL AFTER RETIREMENT	100.00
370151 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370160 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929681 RETIREE	MEDICAL AFTER RETIREMENT	261.76
929687 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929690 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929695 RETIREE	MEDICAL AFTER RETIREMENT	226.69
929697 RETIREE	MEDICAL AFTER RETIREMENT	226.69

CITY OF ANTIOCH
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929698 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929699 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929702 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929708 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929711 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929716 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929717 RETIREE	MEDICAL AFTER RETIREMENT	226.69
929719 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929722 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929725 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929726 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929727 RETIREE	MEDICAL AFTER RETIREMENT	172.48
929735 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929737 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929739 RETIREE	MEDICAL AFTER RETIREMENT	245.42
929746 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929749 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929756 RETIREE	MEDICAL AFTER RETIREMENT	226.69
929757 RETIREE	MEDICAL AFTER RETIREMENT	226.69
929760 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929762 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929765 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929768 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929769 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929773 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929787 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929788 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929789 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929799 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929802 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929805 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929811 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929823 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929827 RETIREE	MEDICAL AFTER RETIREMENT	73.38
929828 RETIREE	MEDICAL AFTER RETIREMENT	172.48
929830 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929832 RETIREE	MEDICAL AFTER RETIREMENT	709.38
929838 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929840 RETIREE	MEDICAL AFTER RETIREMENT	108.69

CITY OF ANTIOCH
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579 Post Retirement Medical-Mgmt Fund

Non Departmental

370012 RETIREE	MEDICAL AFTER RETIREMENT	885.90
370025 RETIREE	MEDICAL AFTER RETIREMENT	166.69
370046 RETIREE	MEDICAL AFTER RETIREMENT	108.69
370052 RETIREE	MEDICAL AFTER RETIREMENT	226.69
370059 RETIREE	MEDICAL AFTER RETIREMENT	400.00
370068 RETIREE	MEDICAL AFTER RETIREMENT	581.38
370072 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
370080 RETIREE	MEDICAL AFTER RETIREMENT	345.38
370084 RETIREE	MEDICAL AFTER RETIREMENT	561.60
370091 RETIREE	MEDICAL AFTER RETIREMENT	746.38
370148 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
929689 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929693 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929694 RETIREE	MEDICAL AFTER RETIREMENT	172.48
929696 RETIREE	MEDICAL AFTER RETIREMENT	166.70
929700 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929704 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929705 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929707 RETIREE	MEDICAL AFTER RETIREMENT	709.38
929713 RETIREE	MEDICAL AFTER RETIREMENT	651.52
929714 RETIREE	MEDICAL AFTER RETIREMENT	196.21
929718 RETIREE	MEDICAL AFTER RETIREMENT	581.38
929720 RETIREE	MEDICAL AFTER RETIREMENT	461.38
929721 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929724 RETIREE	MEDICAL AFTER RETIREMENT	261.76
929732 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929733 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929734 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929738 RETIREE	MEDICAL AFTER RETIREMENT	579.26
929741 RETIREE	MEDICAL AFTER RETIREMENT	348.00
929742 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929743 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929745 RETIREE	MEDICAL AFTER RETIREMENT	472.96
929753 RETIREE	MEDICAL AFTER RETIREMENT	330.53
929758 RETIREE	MEDICAL AFTER RETIREMENT	711.38
929759 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929761 RETIREE	MEDICAL AFTER RETIREMENT	885.90
929763 RETIREE	MEDICAL AFTER RETIREMENT	345.38

Finance Accounting

Prepared by: Lauren Posada

CITY OF ANTIOCH
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929764 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929766 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
929767 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929770 RETIREE	MEDICAL AFTER RETIREMENT	40.79
929771 RETIREE	MEDICAL AFTER RETIREMENT	972.09
929772 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929776 RETIREE	MEDICAL AFTER RETIREMENT	547.61
929780 RETIREE	MEDICAL AFTER RETIREMENT	261.76
929783 RETIREE	MEDICAL AFTER RETIREMENT	166.69
929784 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
929785 RETIREE	MEDICAL AFTER RETIREMENT	1,289.38
929786 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929790 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929796 RETIREE	MEDICAL AFTER RETIREMENT	605.39
929798 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929800 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929801 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929803 RETIREE	MEDICAL AFTER RETIREMENT	226.69
929804 RETIREE	MEDICAL AFTER RETIREMENT	166.70
929807 RETIREE	MEDICAL AFTER RETIREMENT	885.90
929808 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929809 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929810 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929812 RETIREE	MEDICAL AFTER RETIREMENT	261.76
929813 RETIREE	MEDICAL AFTER RETIREMENT	651.52
929815 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929817 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929819 RETIREE	MEDICAL AFTER RETIREMENT	461.38
929821 RETIREE	MEDICAL AFTER RETIREMENT	201.11
929822 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929825 RETIREE	MEDICAL AFTER RETIREMENT	709.38
929831 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929833 RETIREE	MEDICAL AFTER RETIREMENT	345.38
929834 RETIREE	MEDICAL AFTER RETIREMENT	226.69
929835 RETIREE	MEDICAL AFTER RETIREMENT	1,667.46
929836 RETIREE	MEDICAL AFTER RETIREMENT	108.69
929837 RETIREE	MEDICAL AFTER RETIREMENT	1,748.00

611 Water Fund

Non Departmental

370042 FASTENAL CO	SUPPLIES	106.00
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Finance Accounting

Prepared by: Lauren Posada

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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370104	OFFICE MAX INC	OFFICE SUPPLIES	1,592.97
929740	HAMMONS SUPPLY COMPANY	SUPPLIES	1,870.35
929848	HAMMONS SUPPLY COMPANY	SUPPLIES	1,087.49
Water Production			
369988	ACE HARDWARE, ANTIOCH	SUPPLIES	372.11
369993	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	275.00
369995	AT AND T MCI	PHONE	33.47
369996	AUTOMATED VALVE SERVICES	REPAIR SERVICES	525.00
370042	FASTENAL CO	SUPPLIES	7.56
370051	GRAPHIC CONTROLS LLC	OPERATING SUPPLIES	858.99
370079	LESLIES POOL SUPPLIES	SUPPLIES	89.50
370116	POLYDYNE INC	POLYMER	2,530.00
370120	REINHOLDT ENGINEERING	REPAIR SERVICES	7,825.80
370140	TELECOM LAW FIRM PC	LEGAL SERVICES	213.00
370146	UNIVAR USA INC	CAUSTIC	18,955.27
370152	WALTER BISHOP CONSULTING	CONSULTING SERVICES	6,214.12
370155	WESTAMERICA BANK	COPIER LEASE	51.42
370166	OFFICE MAX INC	OFFICE SUPPLIES	53.19
370168	ACE HARDWARE, ANTIOCH	SUPPLIES	347.95
370169	ACE HARDWARE, ANTIOCH	SUPPLIES	182.05
370174	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	550.00
370203	CONTRA COSTA HEALTH SERVICES	FUEL TANK	3,230.00
370223	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	436.60
370229	GUALCO GROUP INC, THE	CONSULTING SERVICES	1,650.00
370230	HACH CO	LAB SUPPLIES	261.73
370241	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	21,936.38
370253	MCCAMPBELL ANALYTICAL INC	MONITORING	70.20
370257	OFFICE MAX INC	OFFICE SUPPLIES	74.75
370267	REINHOLDT ENGINEERING	PROFESSIONAL SERVICES	5,494.00
370284	UNIVAR USA INC	CAUSTIC	6,352.52
370286	USA BLUE BOOK	PARTS AND SERVICES	483.02
929680	AIRGAS SPECIALTY PRODUCTS	AMMONIA	4,822.90
929728	FREDS WELDING	WELDING SERVICES	165.44
929754	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,721.30
929782	NTU TECHNOLOGIES INC	POLYMER	2,700.00
929794	RAY MORGAN COMPANY	COPIER USAGE	60.72
929814	SIERRA CHEMICAL CO	CHLORINE	10,091.56
929843	CHEMTRADE CHEMICALS US LLC	ALUM	8,269.85
929846	EUROFINS EATON ANALYTICAL INC	MONITORING	455.00
929847	EVOQUA WATER TECHNOLOGIES LLC	LAB SUPPLIES	524.50

Finance Accounting

Prepared by: Lauren Posada

CITY OF ANTIOCH
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929849	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	9,702.06
929852	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
Water Distribution			
369988	ACE HARDWARE, ANTIOCH	SUPPLIES	66.95
369994	ANTIOCH BUILDING MATERIALS	OPERATING SUPPLIES	4,416.68
370030	DEJESUS PUMP AND WELL DRILLING	REPAIR SERVICES	691.96
370064	INFOSEND INC	POSTAGE COSTS	315.23
370104	OFFICE MAX INC	OFFICE SUPPLIES	96.45
370123	ROBERTS AND BRUNE CO	PIPE FITTINGS	1,980.98
370126	ROYAL BRASS INC	SUPPLIES	22.29
370131	SHRED IT INC	SHRED SERVICES	189.88
370137	SUPERIOR AUTO PARTS	PARTS	4.34
370147	USA NORTH 811	ANNUAL FEE	1,516.68
370155	WESTAMERICA BANK	COPIER LEASE	70.01
370171	ACME SECURITY SYSTEMS	REPAIR SERVICES	290.53
370183	BIG B LUMBER	SUPPLIES	302.12
370193	COMCAST	CONNECTION SERVICES	350.14
370245	KEN KELLER SALES	REPAIR SERVICES	198.03
370277	SYAR INDUSTRIES INC	ASPHALT	1,992.75
929715	CRYSTAL CLEAR LOGOS INC	SUPPLIES	410.35
929754	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	904.48
929791	QUENVOLDS	SAFETY SHOES - REYES	541.58
929794	RAY MORGAN COMPANY	COPIER USAGE	160.07
929849	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	676.23
929851	KARSTE CONSULTING INC	CONSULTING SERVICES	1,100.00
929854	QUENVOLDS	SAFETY SHOES - OLSON	776.46
Public Buildings & Facilities			
370188	CAROLLO ENGINEERS INC	CONSULTING SERVICES	11,859.66
Warehouse & Central Stores			
370104	OFFICE MAX INC	OFFICE SUPPLIES	48.92
370144	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
370155	WESTAMERICA BANK	COPIER LEASE	151.33
370228	GOLOGO PROMOTIONS	SUPPLIES	56.68
370283	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
929794	RAY MORGAN COMPANY	COPIER USAGE	31.06
929854	QUENVOLDS	SAFETY SHOES - NOACK	545.92
621 Sewer Fund			
Sewer-Wastewater Supervision			
370155	WESTAMERICA BANK	COPIER LEASE	212.85
929794	RAY MORGAN COMPANY	COPIER USAGE	281.48

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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Sewer-Wastewater Collection

369994	ANTIOCH BUILDING MATERIALS	OPERATING SUPPLIES	4,785.42
370029	CWEA SFBS	MEMBERSHIP RENEWAL	260.00
370064	INFOSEND INC	POSTAGE COSTS	315.23
370092	MUNICIPAL MAINT EQUIPMENT INC	PARTS	5,035.88
370101	NOR CAL PIPELINE SERVICES	SEWER REPAIR	130,309.03
370104	OFFICE MAX INC	OFFICE SUPPLIES	196.91
370119	RED WING SHOE STORE	SAFETY SHOES	531.15
370131	SHRED IT INC	SHRED SERVICES	189.87
370147	USA NORTH 811	ANNUAL FEE	1,516.69
370153	WECO INDUSTRIES INC	SEWER EQUIPMENT AND SUPPLIES	4,519.51
370171	ACME SECURITY SYSTEMS	REPAIR SERVICES	290.53
370193	COMCAST	CONNECTION SERVICES	350.15
370210	DELTA DIABLO	HHW PROGRAM	19,383.25
370213	DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	4,119.48
370221	FASTENAL CO	SUPPLIES	128.36
370227	GENERAL PLUMBING SUPPLY CO	PIPE FITTINGS	355.47
370235	HUGHES, DECLAN M	EXPENSE REIMBURSEMENT	172.00
370238	JACK DOHENY SUPPLIES INC	ELECTRICAL SERVICES	499.71
370245	KEN KELLER SALES	EQUIPMENT	417.39
370253	MCCAMPBELL ANALYTICAL INC	MONITORING	937.00
370271	RIGID FACTORY SERVICE CENTER	REPAIR SERVICES	336.78
370273	ROOTX	SUPPLIES	2,540.00
370277	SYAR INDUSTRIES INC	ASPHALT	1,992.74
370282	TRENCH PLATE RENTAL CO INC	EQUIPMENT	1,146.84
929715	CRYSTAL CLEAR LOGOS INC	SUPPLIES	410.35
929754	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	904.48
929849	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	676.23
929851	KARSTE CONSULTING INC	CONSULTING SERVICES	1,100.00
929854	QUENVOLDS	SAFETY SHOES	527.43

631 Marina Fund

Non Departmental

370128	SCHUMANN, THOMAS	DEPOSIT REFUND	184.00
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Marina Administration

369990	ALLIED 100	SUPPLIES	1,794.00
370016	COMCAST	CONNECTION SERVICES	266.67
370028	CUSTOM COMPUTERS INC	SUPPORT SERVICES	50.00
370155	WESTAMERICA BANK	COPIER LEASE	51.42
929794	RAY MORGAN COMPANY	COPIER USAGE	53.02

CITY OF ANTIOCH
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Marina Maintenance

370221	FASTENAL CO	SUPPLIES	237.53
370262	PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	381.84
929852	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00

641 Prewett Water Park Fund

Non Departmental

370002	BETTS, ANTONIO	DEPOSIT REFUND	500.00
370134	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	1,107.33
370207	COUNTY CONNECTION EVENTS COMMI	DEPOSIT REFUND	500.00
370234	HUB INTERNATIONAL OF CA INSURA	EVENT INSURANCE	324.20

Recreation Water Park

369992	AMERICAN RED CROSS	PROGRAM CERTIFICATION	1,174.00
370011	CITY MECHANICAL INC	REPAIR SERVICES	430.00
370014	COLE SUPPLY CO INC	JANITORIAL SUPPLIES	2,429.02
370015	COLLINS, SHJUANA	CLASS REFUND	171.00
370017	COMMERCIAL POOL SYSTEMS INC	EQUIPMENT	3,204.30
370034	DEPARTMENT OF INDUSTRIAL RELATION	INSPECTION SERVICES	975.00
370044	FLITE VIDEO LLC	FILMING SERVICES	200.00
370045	FORD CARPENTER, BRENDA	CLASS REFUND	178.00
370060	ICEE COMPANY, THE	CONCESSION SUPPLIES	1,583.33
370082	LI, TAO	CLASS REFUND	135.00
370104	OFFICE MAX INC	OFFICE SUPPLIES	534.34
370108	ORIGINAL WATERMAN	LIFEGUARD UNIFORMS	1,816.37
370109	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,596.25
370146	UNIVAR USA INC	CHEMICALS	573.35
370155	WESTAMERICA BANK	COPIER LEASE	250.02
370172	ACTIVE NETWORK LLC	CREDIT CARD READERS	1,991.80
370194	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	7,133.71
370209	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTAL	1,067.79
370219	EWING IRRIGATION PRODUCTS	REPAIR SERVICES	122.34
370226	GARDA CL WEST INC	ARMORED CAR SERVICE	150.94
370244	KELLY MOORE PAINT CO	SUPPLIES	888.12
370250	LINCOLN EQUIPMENT INC	CHEMICALS	322.99
370284	UNIVAR USA INC	CHEMICALS	2,855.89
370285	US FOODSERVICE INC	CONCESSION SUPPLIES	7,880.13
370293	UNITED STATES POSTAL SERVICE	BULK MAIL POSTAGE	2,666.66
929794	RAY MORGAN COMPANY	COPIER USAGE	1,042.07

721 Employee Benefits Fund

Non Departmental

369986	24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	74.98
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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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370004 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	3,040.79
370009 EMPLOYEE	REPLACEMENT CHECK	179.39
370021 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
370031 DELTA DENTAL	PAYROLL DEDUCTIONS	36,332.68
370037 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	238.00
370039 EAST COUNTY STRENGTH AND CONDI	PAYROLL DEDUCTIONS	85.00
370043 FITNESS 19	PAYROLL DEDUCTIONS	6.00
370061 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	135.00
370062 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	162.00
370063 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	512.99
370065 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
370067 IRVIN DEUTSCHER YMCA	PAYROLL DEDUCTIONS	92.00
370083 LINA	PAYROLL DEDUCTIONS	6,192.98
370093 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,325.46
370105 OLYMPIC HEALTH CLUB	PAYROLL DEDUCTIONS	25.00
370106 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,974.00
370107 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	15,226.83
370112 PARS	PAYROLL DEDUCTIONS	7,992.03
370133 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	649.00
370136 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	875.15
370191 COLONIAL LIFE	PAYROLL DEDUCTIONS	639.42
370291 AFLAC	PAYROLL DEDUCTIONS	6,667.35
929682 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	648.55
929683 ANTIOCH POLICE OFFICERS ASSOCI	PAYROLL DEDUCTIONS	19,364.71
929684 ANTIOCH PUBLIC WORKS EMPLOYEE'	PAYROLL DEDUCTIONS	3,672.18
929779 NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	63,259.32
929826 VANTAGEPOINT TRANSFER AGENTS 3	PAYROLL DEDUCTIONS	4,888.58



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF AUGUST 22, 2017

SUBMITTED BY: Donna Conley, City Treasurer *DC*

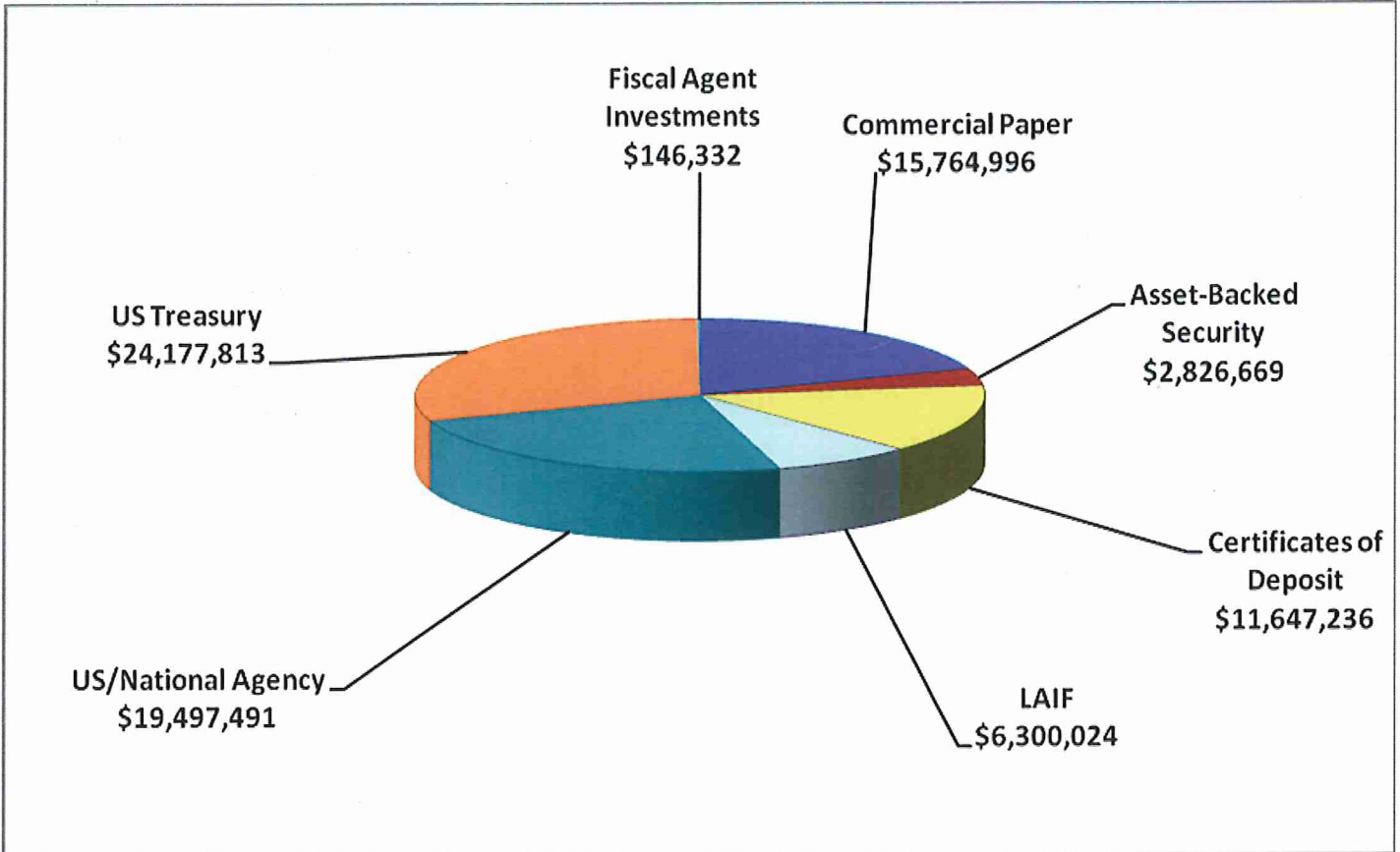
DATE August 16, 2017

SUBJECT: Treasurer's Report – JULY 2017

RECOMMENDATION: Review and file.

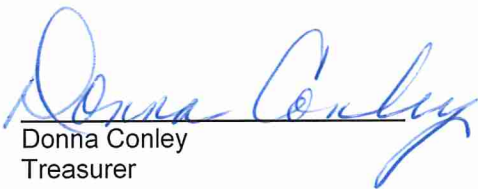
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

JULY 31, 2017



Total of City and Fiscal Agent Investments = \$80,360,561

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	131
Antioch Development Agency 2000 Tax Allocation Bonds	1
Antioch Development Agency 2009 Tax Allocation Bonds	146,200
	<u><u>\$146,332</u></u>



Managed Account Issuer Summary

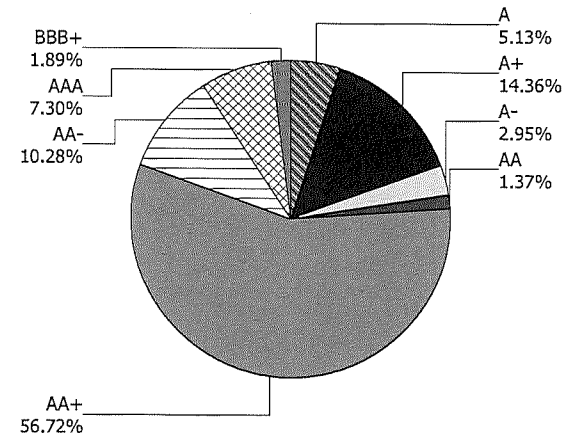
For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	419,637.04	0.57
AMERICAN EXPRESS CO	704,122.82	0.96
AMERICAN HONDA FINANCE	501,821.78	0.68
APPLE INC	718,129.18	0.98
BANK OF AMERICA CO	1,195,682.37	1.62
BANK OF MONTREAL	1,432,231.88	1.95
BANK OF NOVA SCOTIA	1,423,834.35	1.93
BB&T CORPORATION	736,262.15	1.00
BERKSHIRE HATHAWAY INC	279,851.15	0.38
CANADIAN IMPERIAL BANK OF COMMERCE	1,454,843.00	1.98
CARMAX AUTO OWNER TRUST	354,866.14	0.48
CHEVRON CORPORATION	724,869.50	0.98
CISCO SYSTEMS INC	1,056,903.22	1.44
CITIBANK CREDIT CARD ISSUANCE	376,185.41	0.51
CITIGROUP INC	280,506.24	0.38
DEERE & COMPANY	594,149.47	0.81
FANNIE MAE	12,042,378.82	16.35
FEDERAL HOME LOAN BANKS	1,448,067.15	1.97
FORD CREDIT AUTO OWNER TRUST	314,968.64	0.43
FREDDIE MAC	3,375,307.20	4.58
GLAXOSMITHKLINE PLC	541,786.88	0.74
GOLDMAN SACHS GROUP INC	726,895.15	0.99
HOME DEPOT INC	346,442.10	0.47
HYUNDAI AUTO RECEIVABLES	139,993.01	0.19
INTEL CORPORATION	475,422.75	0.65
INTER-AMERICAN DEVELOPMENT BANK	1,005,364.61	1.37
INTL BANK OF RECONSTRUCTION AND DEV	715,663.45	0.97
JP MORGAN CHASE & CO	730,249.00	0.99
MICROSOFT CORP	827,621.88	1.12
MORGAN STANLEY	379,927.88	0.52
NORDEA BANK AB	1,454,843.00	1.98
PEPSICO INC	519,560.16	0.71

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
PFIZER INC	725,293.63	0.99
ROYAL BANK OF CANADA	1,452,479.50	1.97
SKANDINAVISKA ENSKILDA BANKEN AB	1,399,230.00	1.90
STATE OF CONNECTICUT	783,822.30	1.07
SUMITOMO MITSUI FINANCIAL GROUP INC	1,429,652.63	1.94
SVENSKA HANDELSBANKEN AB	1,395,669.80	1.90
TEXAS INSTRUMENTS INC	99,644.00	0.14
THE BANK OF NEW YORK MELLON CORPORATION	675,388.13	0.92
THE WALT DISNEY CORPORATION	1,061,214.37	1.44
TOYOTA MOTOR CORP	2,207,662.06	3.00
UNILEVER PLC	175,051.28	0.24
UNITED STATES TREASURY	24,164,309.41	32.82
WELLS FARGO & COMPANY	729,587.80	0.99
Total	\$73,597,392.29	100.00%



Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	95,000.00	AA+	Aaa	11/05/15	11/09/15	95,192.97	1.18	201.16	95,084.89	94,948.04
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	875,000.00	AA+	Aaa	05/02/16	05/02/16	883,134.77	0.88	1,852.80	879,219.82	874,521.38
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,375,000.00	AA+	Aaa	05/03/16	05/06/16	1,389,501.95	0.83	2,911.54	1,382,551.72	1,374,247.88
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	2,435,000.00	AA+	Aaa	12/01/15	12/04/15	2,455,640.43	1.22	3,176.09	2,444,587.33	2,441,467.36
US TREASURY NOTES DTD 03/31/2014 1.625% 03/31/2019	912828C65	2,690,000.00	AA+	Aaa	03/02/16	03/04/16	2,736,654.69	1.05	14,690.27	2,715,441.64	2,702,925.45
US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	1,480,000.00	AA+	Aaa	11/10/16	11/14/16	1,500,234.37	1.06	6,077.85	1,494,417.35	1,487,169.12
US TREASURY NOTES DTD 12/01/2014 1.500% 11/30/2019	912828G61	1,950,000.00	AA+	Aaa	12/20/16	12/23/16	1,947,791.02	1.54	4,954.92	1,948,244.12	1,954,494.75
US TREASURY NOTES DTD 12/01/2014 1.500% 11/30/2019	912828G61	3,350,000.00	AA+	Aaa	12/01/16	12/05/16	3,355,234.38	1.45	8,512.30	3,354,105.53	3,357,721.75
US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	875,000.00	AA+	Aaa	01/03/17	01/05/17	868,027.34	1.52	29.72	869,306.95	871,206.00
US TREASURY NOTES DTD 04/30/2015 1.375% 04/30/2020	912828K58	1,025,000.00	AA+	Aaa	04/03/17	04/05/17	1,020,395.51	1.53	3,561.74	1,020,871.81	1,022,557.43
US TREASURY NOTES DTD 04/30/2015 1.375% 04/30/2020	912828K58	1,250,000.00	AA+	Aaa	04/07/17	04/10/17	1,243,554.69	1.55	4,343.58	1,244,194.63	1,247,021.25
US TREASURY NOTES DTD 04/30/2015 1.375% 04/30/2020	912828K58	2,000,000.00	AA+	Aaa	07/19/17	07/19/17	1,994,140.63	1.48	6,949.73	1,994,215.04	1,995,234.00
US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	2,700,000.00	AA+	Aaa	06/26/17	06/28/17	2,709,703.13	1.50	3,815.22	2,709,411.04	2,709,387.90
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	200,000.00	AA+	Aaa	07/05/17	07/05/17	200,039.06	1.62	8.83	200,038.92	200,632.80



Managed Account Detail of Securities Held

For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	1,825,000.00	AA+	Aaa	07/05/17	07/07/17	1,826,140.63	1.60	80.59	1,826,122.23	1,830,774.30
Security Type Sub-Total		24,125,000.00					24,225,385.57	1.34	61,166.34	24,177,813.02	24,164,309.41
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	1,015,000.00	AAA	Aaa	04/05/16	04/12/16	1,011,955.00	1.10	2,199.17	1,013,227.05	1,005,364.61
INTL BANK OF RECON AND DEV SN NOTE DTD 07/13/2016 0.875% 08/15/2019	459058FK4	725,000.00	AAA	Aaa	07/06/16	07/13/16	724,847.75	0.88	2,925.17	724,898.37	715,663.45
Security Type Sub-Total		1,740,000.00					1,736,802.75	1.01	5,124.34	1,738,125.42	1,721,028.06
Municipal Bond / Note											
CT ST TXBL GO BONDS DTD 08/17/2016 1.300% 08/15/2019	20772J3D2	795,000.00	A+	A1	08/03/16	08/17/16	796,717.20	1.23	4,765.58	796,175.86	783,822.30
Security Type Sub-Total		795,000.00					796,717.20	1.23	4,765.58	796,175.86	783,822.30
Federal Agency Collateralized Mortgage Obligation											
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	231,444.47	AA+	Aaa	01/15/15	01/30/15	233,757.18	1.26	313.61	231,586.76	231,322.66
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	267,148.95	AA+	Aaa	04/15/15	04/30/15	269,819.47	0.83	345.07	267,483.16	266,856.74
FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	296,072.71	295,112.34
FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	256,930.83	AA+	Aaa	06/09/16	06/30/16	259,500.01	1.05	382.18	258,384.36	257,218.80
FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AODO0	543,230.80	AA+	Aaa	10/07/15	10/30/15	548,670.66	1.08	745.13	545,831.62	543,160.40
Security Type Sub-Total		1,593,755.05					1,609,697.29	1.08	2,252.60	1,599,358.61	1,593,670.94



Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	1,450,000.00	AA+	Aaa	12/07/16	12/08/16	1,449,942.00	1.25	755.21	1,449,956.40	1,448,067.15
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,800,000.00	AA+	Aaa	02/19/16	02/23/16	1,795,752.00	1.08	7,750.00	1,797,766.67	1,789,830.00
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	2,000,000.00	AA+	Aaa	05/26/16	05/31/16	1,996,060.00	1.07	8,611.11	1,997,729.98	1,988,700.00
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	375,000.00	AA+	Aaa	08/12/16	08/15/16	377,317.50	0.89	1,242.19	376,488.99	373,529.25
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	1,225,000.00	AA+	Aaa	05/26/16	05/31/16	1,225,943.25	1.10	4,057.81	1,225,565.72	1,220,195.55
FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAEB1	1,800,000.00	AA+	Aaa	07/19/16	07/20/16	1,795,644.00	0.96	525.00	1,797,127.76	1,781,582.40
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	1,425,000.00	AA+	Aaa	07/29/16	08/02/16	1,422,606.00	0.93	6,199.74	1,423,394.40	1,409,631.38
FNMA NOTES DTD 09/02/2016 1.000% 08/28/2019	3135G0P49	1,650,000.00	AA+	Aaa	10/03/16	10/05/16	1,649,010.00	1.02	7,012.50	1,649,289.99	1,635,480.00
FNMA NOTES DTD 09/02/2016 1.000% 08/28/2019	3135G0P49	2,750,000.00	AA+	Aaa	08/31/16	09/02/16	2,745,710.00	1.05	11,687.50	2,747,007.15	2,725,800.00
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	900,000.00	AA+	Aaa	02/24/17	02/28/17	899,424.00	1.52	5,737.50	899,504.06	899,266.50
Security Type Sub-Total		15,375,000.00					15,357,408.75	1.08	53,578.56	15,363,831.12	15,272,082.23
Corporate Note											
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	100,000.00	A+	A1	04/02/15	04/08/15	99,461.00	1.18	250.00	99,866.37	99,644.00
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	525,000.00	A+	A2	04/01/15	04/07/15	594,368.25	1.30	6,262.08	542,878.78	541,786.88



Managed Account Detail of Securities Held

For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	675,000.00	A	A1	05/22/15	05/29/15	674,939.25	1.60	2,070.00	674,983.03	675,388.13
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	A+	A1	10/06/15	10/09/15	701,442.00	1.67	1,905.56	700,466.98	701,174.60
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,055,000.00	AA-	A1	06/10/15	06/17/15	1,054,820.65	1.66	2,224.29	1,054,946.75	1,056,903.22
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	561.88	724,801.73	725,465.45
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	260,000.00	A-	A2	10/05/15	10/08/15	261,006.20	1.66	13.00	260,343.80	260,530.66
BERKSHIRE HATHAWAY INC GLOBAL NOTES DTD 08/15/2016 1.150% 08/15/2018	084670BX5	175,000.00	AA	Aa2	08/08/16	08/15/16	174,979.00	1.16	927.99	174,989.03	174,525.23
JOHN DEERE CAPITAL CORP DTD 01/06/2017 1.650% 10/15/2018	24422ETM1	135,000.00	A	A2	01/03/17	01/06/17	134,912.25	1.69	655.88	134,939.36	135,144.45
THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	A+	A2	01/05/16	01/08/16	194,738.70	1.70	205.56	194,873.28	195,421.01
TOYOTA MOTOR CREDIT CORP DTD 02/19/2016 1.700% 02/19/2019	89236TCU7	755,000.00	AA-	Aa3	02/16/16	02/19/16	754,909.40	1.70	5,775.75	754,952.62	756,835.41
BERKSHIRE HATHAWAY INC NOTES DTD 03/15/2016 1.700% 03/15/2019	084664CG4	105,000.00	AA	Aa2	03/08/16	03/15/16	104,920.20	1.73	674.33	104,956.35	105,325.92
WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	725,000.00	A	A2	03/10/16	03/15/16	727,965.25	1.99	4,236.72	726,673.91	729,587.80
GOLDMAN SACHS GRP INC CORP NT (CALLABLE) DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	100,000.00	BBB+	A3	04/20/16	04/25/16	99,722.00	2.10	533.33	99,837.32	100,261.40
GOLDMAN SACHS GRP INC CORP NT (CALLABLE) DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	625,000.00	BBB+	A3	04/21/16	04/26/16	624,600.00	2.02	3,333.33	624,765.93	626,633.75



Managed Account Detail of Securities Held

For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
PEPSICO INC DTD 05/02/2017 1.550% 05/02/2019	713448DR6	360,000.00	A+	A1	04/27/17	05/02/17	359,730.00	1.59	1,379.50	359,762.98	360,334.08
CHEVRON CORP NOTES DTD 05/16/2016 1.561% 05/16/2019	166764BH2	725,000.00	AA-	Aa2	05/09/16	05/16/16	725,000.00	1.56	2,357.76	725,000.00	724,869.50
PFIZER INC CORP NOTES DTD 06/03/2016 1.450% 06/03/2019	717081DU4	725,000.00	AA	A1	05/31/16	06/03/16	724,173.50	1.49	1,693.68	724,489.14	725,293.63
CITIGROUP INC CORP NOTES DTD 06/09/2016 2.050% 06/07/2019	172967KS9	280,000.00	BBB+	Baa1	06/02/16	06/09/16	279,854.40	2.07	861.00	279,908.92	280,506.24
APPLE INC CORP NOTES DTD 08/04/2016 1.100% 08/02/2019	037833CB4	725,000.00	AA+	Aa1	07/28/16	08/04/16	724,275.00	1.13	3,921.04	724,512.43	718,129.18
MICROSOFT CORP NOTES DTD 08/08/2016 1.100% 08/08/2019	594918BN3	480,000.00	AAA	Aaa	08/01/16	08/08/16	479,505.60	1.14	2,537.33	479,665.36	476,102.88
PEPSICO, INC CORP NOTES DTD 10/06/2016 1.350% 10/04/2019	713448DJ4	160,000.00	A+	A1	10/03/16	10/06/16	159,976.00	1.36	702.00	159,982.44	159,226.08
BB&T CORP NOTE DTD 12/08/2014 2.450% 01/15/2020	05531FAS2	725,000.00	A-	A2	01/31/17	02/03/17	732,227.53	2.10	789.44	731,049.96	736,262.15
JPMORGAN CHASE & CO (CALLABLE) DTD 01/23/2015 2.250% 01/23/2020	46625HKA7	725,000.00	A-	A3	05/10/17	05/15/17	726,935.75	2.15	362.50	726,792.69	730,249.00
MORGAN STANLEY CORP BONDS DTD 01/27/2015 2.650% 01/27/2020	61747YDW2	375,000.00	BBB+	A3	01/31/17	02/03/17	378,243.75	2.35	110.42	377,722.35	379,927.88
MICROSOFT CORP DTD 02/06/2017 1.850% 02/06/2020	594918BV5	350,000.00	AAA	Aaa	01/30/17	02/06/17	349,765.50	1.87	3,147.57	349,802.62	351,519.00
AMERICAN HONDA FINANCE DTD 02/16/2017 2.000% 02/14/2020	02665WBM2	340,000.00	A+	A1	02/13/17	02/16/17	339,517.20	2.05	3,116.67	339,589.08	341,564.34
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	440,000.00	A-	A2	02/28/17	03/03/17	439,542.40	2.24	3,979.56	439,603.38	443,592.16
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	140,000.00	A+	A2	03/01/17	03/06/17	139,963.60	1.96	1,099.58	139,968.33	140,619.36



Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JOHN DEERE CAPITAL CORP CORP NOTES DTD 03/15/2017 2.200% 03/13/2020	24422ETQ2	305,000.00	A	A2	03/10/17	03/15/17	304,762.10	2.23	2,534.89	304,791.16	308,331.52
UNILEVER CAPITAL CORP BONDS DTD 05/05/2017 1.800% 05/05/2020	904764AV9	175,000.00	A+	A1	05/02/17	05/05/17	174,441.75	1.91	752.50	174,485.15	175,051.28
INTEL CORP NOTES DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	475,000.00	A+	A1	05/08/17	05/11/17	474,819.50	1.86	1,952.78	474,832.56	475,422.75
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BQ4	345,000.00	A	A2	05/24/17	06/05/17	344,799.90	1.82	966.00	344,810.04	346,442.10
WALT DISNEY COMPANY CORP NOTES DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	725,000.00	A+	A2	06/01/17	06/06/17	724,159.00	1.84	1,993.75	724,200.85	725,174.00
JOHN DEERE CAPITAL CORP NOTES DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	150,000.00	A	A2	06/19/17	06/22/17	149,908.50	1.97	316.88	149,911.72	150,673.50
AMERICAN HONDA FINANCE CORP NOTES DTD 07/20/2017 1.950% 07/20/2020	02665WBT7	160,000.00	A+	A1	07/17/17	07/20/17	159,838.40	1.98	95.33	159,840.00	160,257.44
Security Type Sub-Total		15,740,000.00					15,818,607.28	1.75	64,299.88	15,764,996.40	15,794,175.98
Certificate of Deposit											
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,400,000.00	A+	Aa3	11/16/15	11/17/15	1,400,000.00	1.48	14,849.33	1,400,000.00	1,399,230.00
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	1,450,000.00	AA-	Aa3	03/11/16	03/15/16	1,450,000.00	1.69	9,723.06	1,450,000.00	1,452,479.50
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606A5Z7	1,450,000.00	A+	Aa3	12/01/16	12/05/16	1,448,869.00	1.78	4,324.22	1,449,241.84	1,454,843.00
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	1,450,000.00	AA-	Aa3	12/01/16	12/05/16	1,450,000.00	1.74	4,466.00	1,450,000.00	1,454,843.00
SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JHB8	1,400,000.00	AA-	Aa2	01/10/17	01/12/17	1,400,000.00	1.91	1,617.00	1,400,000.00	1,395,669.80
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 02/09/2017 1.880% 02/07/2019	06427KRC3	1,425,000.00	A+	Aa3	02/08/17	02/09/17	1,425,000.00	1.90	12,874.08	1,425,000.00	1,432,231.88



Managed Account Detail of Securities Held

For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
BANK OF NOVA SCOTIA HOUSTON LT CD DTD 04/06/2017 1.910% 04/05/2019	06417GUE6	1,425,000.00	A+	A1	04/05/17	04/06/17	1,425,000.00	1.91	8,845.69	1,425,000.00	1,423,834.35
SUMITOMO MITSUI BANK NY CD DTD 05/04/2017 2.050% 05/03/2019	86563YVN0	1,425,000.00	A	A1	05/03/17	05/04/17	1,425,000.00	2.05	7,059.69	1,425,000.00	1,429,652.63
Security Type Sub-Total		11,425,000.00					11,423,869.00	1.81	63,759.07	11,424,241.84	11,442,784.16
Asset-Backed Security / Collateralized Mortgage Obligation											
CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	355,279.40	AAA	NR	07/14/16	07/20/16	355,250.42	1.18	184.75	355,260.58	354,866.14
FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	315,103.50	AAA	Aaa	09/15/15	09/22/15	315,042.18	1.42	197.46	315,070.81	314,968.64
ALLY ABS 2016-3 A3 DTD 05/31/2016 1.440% 08/15/2020	02007LAC6	255,000.00	AAA	Aaa	05/24/16	05/31/16	254,975.24	1.44	163.20	254,982.49	254,740.13
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	140,000.00	AAA	Aaa	03/22/16	03/30/16	139,972.84	1.57	97.07	139,981.77	139,993.01
BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,467.74	494,507.77
TOYOTA ABS 2017-B A3 DTD 05/17/2017 1.760% 07/15/2021	89190BAD0	725,000.00	AAA	Aaa	05/09/17	05/17/17	724,944.39	1.76	567.11	724,944.39	725,361.20
ALLYA 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	165,000.00	AAA	Aaa	05/16/17	05/24/17	164,982.79	1.96	127.60	164,982.79	164,896.91
CCCIT 2017-A3 A3 DTD 04/11/2017 1.920% 04/07/2022	17305EGB5	375,000.00	AAA	Aaa	05/15/17	05/22/17	376,001.25	1.82	2,200.00	375,978.35	376,185.41
Security Type Sub-Total		2,825,382.90					2,826,884.54	1.55	3,836.39	2,826,668.92	2,825,519.21
Managed Account Sub-Total		73,619,137.95					73,795,372.38	1.44	258,782.76	73,691,211.19	73,597,392.29



Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Securities Sub-Total	\$73,619,137.95	\$73,795,372.38	1.44%	\$258,782.76	\$73,691,211.19	\$73,597,392.29
Accrued Interest						\$258,782.76
Total Investments						\$73,856,175.05



Managed Account Security Transactions & Interest

For the Month Ending July 31, 2017

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	07/05/17	07/05/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	200,000.00	(200,039.06)	(1,391.57)	(201,430.63)			
	07/05/17	07/07/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	1,825,000.00	(1,826,140.63)	(12,861.96)	(1,839,002.59)			
	07/17/17	07/20/17	AMERICAN HONDA FINANCE CORP NOTES DTD 07/20/2017 1.950% 07/20/2020	02665WBT7	160,000.00	(159,838.40)	0.00	(159,838.40)			
	07/19/17	07/19/17	US TREASURY NOTES DTD 04/30/2015 1.375% 04/30/2020	912828K58	2,000,000.00	(1,994,140.63)	(5,978.26)	(2,000,118.89)			
Transaction Type Sub-Total					4,185,000.00	(4,180,158.72)	(20,231.79)	(4,200,390.51)			
INTEREST											
	07/01/17	07/01/17	CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	0.00	1,368.00	1,368.00			
	07/01/17	07/25/17	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	237,874.93	0.00	322.32	322.32			
	07/01/17	07/25/17	FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	0.00	466.61	466.61			
	07/01/17	07/25/17	FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	302,198.65	0.00	390.34	390.34			
	07/01/17	07/25/17	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AODO0	573,914.87	0.00	787.22	787.22			
	07/01/17	07/25/17	FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	395,374.55	0.00	588.12	588.12			
	07/08/17	07/08/17	THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	0.00	1,608.75	1,608.75			
	07/10/17	07/10/17	SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JHB8	1,400,000.00	0.00	13,156.50	13,156.50			
	07/13/17	07/13/17	TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	0.00	5,618.75	5,618.75			
	07/15/17	07/15/17	HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	140,000.00	0.00	182.00	182.00			



Managed Account Security Transactions & Interest

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

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	07/15/17	07/15/17	ALLY ABS 2016-3 A3 DTD 05/31/2016 1.440% 08/15/2020	02007LAC6	255,000.00	0.00	306.00	306.00			
	07/15/17	07/15/17	ALLYA 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	165,000.00	0.00	239.25	239.25			
	07/15/17	07/15/17	BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	0.00	561.00	561.00			
	07/15/17	07/15/17	TOYOTA ABS 2017-B A3 DTD 05/17/2017 1.760% 07/15/2021	89190BAD0	725,000.00	0.00	1,063.33	1,063.33			
	07/15/17	07/15/17	BB&T CORP NOTE DTD 12/08/2014 2.450% 01/15/2020	05531FAS2	725,000.00	0.00	8,881.25	8,881.25			
	07/15/17	07/15/17	FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	340,800.18	0.00	400.44	400.44			
	07/15/17	07/15/17	CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	399,124.07	0.00	389.15	389.15			
	07/16/17	07/16/17	FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	1,450,000.00	0.00	9,062.50	9,062.50			
	07/19/17	07/19/17	FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAE81	1,800,000.00	0.00	7,875.00	7,875.00			
	07/23/17	07/23/17	JPMORGAN CHASE & CO (CALLABLE) DTD 01/23/2015 2.250% 01/23/2020	46625HKA7	725,000.00	0.00	8,156.25	8,156.25			
	07/27/17	07/27/17	MORGAN STANLEY CORP BONDS DTD 01/27/2015 2.650% 01/27/2020	61747YDW2	375,000.00	0.00	4,968.75	4,968.75			
	07/31/17	07/31/17	AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	260,000.00	0.00	2,340.00	2,340.00			
	07/31/17	07/31/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	200,000.00	0.00	1,625.00	1,625.00			
	07/31/17	07/31/17	US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	875,000.00	0.00	5,468.75	5,468.75			
	07/31/17	07/31/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	1,825,000.00	0.00	14,828.13	14,828.13			
Transaction Type Sub-Total					15,029,287.25	0.00	90,653.41	90,653.41			



Managed Account Security Transactions & Interest

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

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
MATURITY											
	07/01/17	07/01/17	CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	150,000.00	0.00	150,000.00	0.00	0.00	
Transaction Type Sub-Total					150,000.00	150,000.00	0.00	150,000.00	0.00	0.00	
PAYDOWNS											
	07/01/17	07/25/17	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	6,430.46	6,430.46	0.00	6,430.46	(64.26)	0.00	
	07/01/17	07/25/17	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AODO0	30,684.07	30,684.07	0.00	30,684.07	(307.27)	0.00	
	07/01/17	07/25/17	FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	138,443.72	138,443.72	0.00	138,443.72	(1,384.37)	0.00	
	07/01/17	07/25/17	FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	35,049.70	35,049.70	0.00	35,049.70	(350.37)	0.00	
	07/15/17	07/15/17	FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	25,696.68	25,696.68	0.00	25,696.68	5.00	0.00	
	07/15/17	07/15/17	CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	43,844.67	43,844.67	0.00	43,844.67	3.58	0.00	
Transaction Type Sub-Total					280,149.30	280,149.30	0.00	280,149.30	(2,097.69)	0.00	
SELL											
	07/05/17	07/07/17	INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	725,000.00	721,085.00	2,963.80	724,048.80	(2,631.75)	(3,321.41)	FIFO
	07/05/17	07/07/17	US BANK NA CINCIN CD(CALLED OMD 9/11/17) DTD 09/11/2014 1.375% 08/11/2017	90333VPF1	1,125,000.00	1,125,247.50	4,984.38	1,130,231.88	2,058.75	356.57	FIFO
	07/17/17	07/20/17	CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	150,000.00	150,337.50	240.63	150,578.13	363.00	345.33	FIFO
Transaction Type Sub-Total					2,000,000.00	1,996,670.00	8,188.81	2,004,858.81	(210.00)	(2,619.51)	
Managed Account Sub-Total						(1,753,339.42)	78,610.43	(1,674,728.99)	(2,307.69)	(2,619.51)	



Managed Account Security Transactions & Interest

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

CITY OF ANTIOCH, CA - 04380500

Total Security Transactions	(\$1,753,339.42)	\$78,610.43	(\$1,674,728.99)	(\$2,307.69)	(\$2,619.51)
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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney

SUBJECT: Assignment and Assumption of Development Agreement Between Mission Peak Homes, Inc. and Meritage Homes of California, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Assignment and Assumption of Development Agreement between Mission Peak Homes, Inc. and Meritage Homes of California, Inc.

STRATEGIC PURPOSE

The proposed action is consistent with Strategy N-1, Effectively and efficiently provide legal services in support of the City's policies, procedures, and initiatives.

FISCAL IMPACT

The consideration of this ordinance does not have any fiscal impacts.

DISCUSSION

In December of last year, the City Council approved a Development Agreement with Mission Creek Homes, Inc., regarding the development of 117 units on about 20 acres of property located on the west side of Heidorn Ranch Road. The developer, Mission Peak, Inc., has transferred all its rights and interests in the proposed development to Meritage Homes of California, Inc. Meritage has requested that the City confirm its acceptance of this transfer.

Section 5.2.1 of the Development Agreement requires that, in considering a transfer of rights under such an agreement, the City find that the transferee has the "qualifications and financial ability to complete the [approved] Project." This requirement is clearly met. Meritage, a publicly-traded company, is a national home builder that presently identifies projects in nine states. Meritage has several developments throughout California. Locally, it has developments in Vacaville, Brentwood, Pleasanton, Castro Valley, and Hayward.

There is no reasonable ground for the City to conclude the proposed transferee would not have the ability or wherewithal to complete the approved Project. To the contrary, the transfer to a national homebuilder likely increases the prospect of Project completion. For this reason, the City Attorney recommends approval of the proposed transfer of rights.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Assignment and Assumption of Development Agreement between Mission Peak Homes, Inc. and Meritage Homes of California, Inc.

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT
AGREEMENT BETWEEN MISSION PEAK HOMES, INC., AND MERITAGE
HOMES OF CALIFORNIA, INC.**

WHEREAS, in December 2016, the City Council approved a Development Agreement with Mission Creek Homes, Inc. (“Mission Creek”) regarding the development of 117 units on about 20 acres of property located on the west side of Heidorn Ranch Road; and

WHEREAS, Mission Peak has entered into an agreement to transfer all its rights and interests in the proposed development to Meritage Homes of California, Inc. (“Meritage”); and

WHEREAS, Meritage has requested that the City confirm its acceptance of the transfer of rights and interest from Mission Peak and has presented a proposed Assignment and Assumption of Development Agreement for this purpose; and

WHEREAS, the City finds that, consistent with Section 5.2.1 of the Development Agreement, Meritage has the “qualifications and financial ability to complete the [approved] Project” and, therefore, that the transfer of rights and interest to Meritage is appropriate.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Assignment and Assumption of Development Agreement between Mission Peak Homes, Inc. and Meritage Homes of California, Inc.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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

WHEN RECORDED, RETURN TO:

Meritage Homes of California Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attn: Regional Counsel

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Assignment and Assumption of Development Agreement (this "**Assignment**"), dated _____, 2017 ("**Effective Date**"), is entered into by and between **MISSION PEAK HOMES, INC.**, a California corporation ("**Assignor**"), and **MERITAGE HOMES OF CALIFORNIA, INC.**, a California corporation ("**Assignee**").

RECITALS

A. Assignor, as seller, and Assignee, as buyer, entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated December 20, 2016, (the "**Purchase Agreement**"), for the purpose of Seller selling and Buyer buying the Property, as defined in the Purchase Agreement. Capitalized terms not defined in this Assignment have the meanings given to those terms in the Purchase Agreement.

B. In conjunction with the sale of the Property, Assignor agrees to assign to Assignee, all of Assignor's right, title, interest, burdens and obligations as Developer under that certain Development Agreement between City of Antioch and Mission Peak Homes, Inc. dated February 1, 2017 and recorded February 28, 2017 as document number 2017-0036179 in the official records of Contra Costa County (the, "**Development Agreement**")., The Property purchased by Assignee from Assignor is all of the property subject to the terms and conditions of the Development Agreement..

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Assignor and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Property to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement.
2. Assignee hereby assumes all of the rights, title, interest, burdens and obligation of Developer under the Development Agreement, and agrees to observe and fully perform all the duties and obligation of Developer under the Development Agreement, and to be subject to

all the terms and conditions thereof. The parties intend that, upon the execution of this Agreement and conveyance of the Property to Assignee, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement with respect to the Property, and Assignor shall be released from all further obligations under the Development Agreement.

3. The assignment of the Development Agreement as described herein shall constitute "Transfer" and this Assignment shall constitute a "Transfer Agreement" both as defined in Section 5.2 of the Development Agreement. By execution below the City of Antioch hereby consents to this Transfer as required under Section 5.2.1 of the Development Agreement, and agrees to release Assignor from any further obligations under the Development Agreement upon such Transfer.

4. The Notice Address described in Section 9.9 of the Development Agreement for the Developer with respect to the Property shall be:

Meritage Homes of California, Inc.
1671 East Monte Vista Avenue, Suite 214,
Vacaville, CA 95688
Attention: Nick Arenson

5. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

6. This Assignment shall not merge with or limit any provision of the Purchase Agreement or grant deed conveying the Property to Assignee.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

[Signatures on Following Page.]

IN WITNESS WHEREOF, Assignee and Assignor have duly executed this Assignment as of the day and year written above.

ASSIGNOR:

MISSION PEAK HOMES, INC.,
a California corporation

By: _____
Name: _____
Its: _____

Date: _____

ASSIGNEE:

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation

By: _____
Name: _____
Its: _____

Date: _____

CONSENT OF CITY OF ANTIOCH:

City of Antioch, a municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____


This area for official notarial seal.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving the Memorandums of Understanding (MOU) Between the City of Antioch and Antioch Public Works Employees' Association (APWEA) and Acknowledge the City Manager and APWEA's Representative Execution of the MOU

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Antioch and the Antioch Public Works Employees' Association (APWEA) and acknowledge the City Manager and APWEA's representative execution of the MOU.

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.

FISCAL IMPACT

On May 23, 2017 the City Council adopted Resolution No. 2017/70 approving the Tentative Agreement with the Antioch Public Works Employees' Association resulting in an estimated fiscal impact for FY2016/17 of \$38,043 of this amount \$13,695 is General Fund. The Fiscal Year 2017-19 Budget includes the impacts for FY2017/18 and FY2018/19.

DISCUSSION

The APWEA negotiated in good faith with the City to establish new terms and conditions of employment for bargaining unit employees that would be effective following the expiration of the parties prior MOU. The APWEA reached a Tentative Agreement that was ratified and presented to the City Council for approval at the City Council's regular meeting on May 23, 2017. As stated in the Fiscal Impact section the City Council adopted a resolution approving the Tentative Agreement with APWEA.

As stated in the staff report to City Council on May 23, 2017, "the existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed". The reason the Tentative Agreements were brought to City Council is that Government Code section 3505.1 was amended to eliminate the presentation of a

written MOU to the governing body for determination. Instead, the governing body is required to vote to accept or reject the Tentative Agreement(s). Also, specified in Government Code section 3505.1, if the governing body adopts the Tentative Agreement, the parties shall jointly prepare a written Memorandum of Understanding.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Memorandum of Understanding Between the City of Antioch and Antioch Public Works Employees' Association (APWEA) for the Period of April 1, 2017 – March 31, 2022.

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF ANTIOCH AND ANTIOCH PUBLIC WORKS EMPLOYEES' ASSOCIATION
(APWEA) FOR THE PERIOD OF APRIL 1, 2017 – MARCH 31, 2022, AND
ACKNOWLEDGING THE CITY MANAGER AND APWEA's REPRESENTATIVE
EXECUTION OF THE MOU**

WHEREAS, the City and the Public Employees Union Local No. 1 (Local 1) had a Memorandum of Understanding covering the period of April 1, 2015 – March 31, 2017; and

WHEREAS, due to decertification and the results of a secret ballot election on March 24, 2017 all references to Local 1 in the MOU covering the period April 1, 2015 – March 31, 2017 will be changed to Antioch Public Works Employees Association (APWEA) and all references to Union will be changed to Association; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of APWEA to negotiate a successor agreement; and

WHEREAS, representatives of the City and APWEA reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of April 1, 2017 through March 31, 2022, which was ratified by the membership APWEA, and adopted by the City Council via Resolution No. 2017/70.

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

Section 1. That the Memorandum of Understanding (MOU) Between the City of Antioch and Antioch Public Works Employees' Association (APWEA) for the period of April 1, 2017 – March 31, 2022, as provided in the attached "Exhibit 1" and herein incorporated by reference, is approved; and

Section 2. Acknowledge the City Manager and APWEA's Representative Execution of the MOU.

* * * * *

RESOLUTION NO. 2017/**

August 22, 2017

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH PUBLIC WORKS EMPLOYEE ASSOCIATION

APRIL 1, 2017 – MARCH 31, 2022

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH PUBLIC WORKS EMPLOYEES ASSOCIATION

REPRESENTATIONAL UNIT NO. I

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing April 1, 2017, and ending March 31, 2022.

ARTICLE 1 **RECOGNITION**

1.1 Association Recognition

The Antioch Public Works Employees Association, Unit I, hereinafter referred to as the "Association", is the recognized employee organization. The following classifications are assigned to this bargaining unit:

- Aquatics Maintenance Worker I/II
- Collections Systems Worker I/II/Leadworker
- Cross-Connection Control Specialist I/II/Leadworker
- Equipment Mechanic I/II
- Equipment Operator
- Facility Maintenance Worker I/II/Leadworker
- Fleet Leadworker
- Fleet Services Technician
- General Laborer
- Landscape Maintenance Worker I/II/Leadworker
- Marina Maintenance Worker I/II
- Meter Service Worker
- Sewer Camera Truck Operator
- Street Maintenance Worker I/II/Leadworker
- Warehouse Maintenance Worker I/II/Leadworker
- Water Distribution Operator I/II/Leadworker

1.2 City Recognition

The Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

ARTICLE 2 **ASSOCIATION SECURITY**

2.1 Agency Shop

- A. Represented employees shall, as a condition of employment, either:
1. Become and remain a member of the Association; or
 2. Pay to the Association an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
 3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:
 - (1) STAND! For Families Free of Violence
1410 Danzig Plaza, Concord, CA 94520
(888) 215-5555
 - (2) Child Abuse Prevention Center
2120 Diamond Blvd., Suite 120, Concord, CA 94520
(925) 798-0546
 - (3) Contra Costa County Employment and Human Services
4545 Delta Fair Blvd, Antioch, CA 94509
(925) 706-4710
- B. It shall be the sole responsibility of the Association to determine an agency shop fee, which meets the above criteria. The Association shall provide the City with a copy of the Association's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by an employee to invoke the said procedure within one month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by law.

- C. Annually, the Association shall provide the City with copies of the financial report required pursuant to Section 3502.5 (f) of the California Government Code. Such report shall be available to employees in the unit within sixty (60) days after the end of the fiscal year.
- D. Such dues or fees shall, as a condition of continued employment, be deducted from the employee's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment pursuant to the procedures set forth in Section 2.2, below.
- E. The City shall provide the above information concerning the Agency Shop provisions, including the fair share/Association membership form, to all new employees who become covered by this MOU.
- F. The Association shall defend, indemnify and hold harmless the City, its officers and employees, from any claims, demands, suits, or any other action, from any parties other than the Association, arising from the Agency Shop agreement and/or other Association-related deductions from employees' paychecks.

2.2 Dues Deduction

The following procedures shall be observed in the withholding of employee earnings:

- A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.
- B. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager, subject to the provisions of sub-paragraph (E) of this Section. Employees may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds at the address specified.
- D. The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made. In the case of any employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- E. All employees who are members of the Association, and all employees in

the aforementioned unit who become members of the Association, shall, as a condition of employment, remain members of the Association for the duration of this Memorandum of Understanding and each year thereafter. During a period of thirty (30) days prior to the expiration of this Memorandum of Understanding, any employee who is a member of the Association shall have the right to withdraw from the Association. Employees who withdraw membership from the Association shall, at that time, exercise one of the remaining options specified in Section 2.1 A, above. Said withdrawal and exercise of alternative option shall be communicated by the employee in writing to the Employee Relations Officer who shall accept and process the written withdrawal only during the above-mentioned thirty (30) day period. A withdrawal submitted to the Employee Relations Officer outside of the thirty (30) day period shall be returned to the employee. Immediately upon the close of the above-mentioned thirty (30) day period the Employee Relations Officer shall submit to the Association a list of the employees who have rescinded their Association membership and shall notify the Association of the alternative options selected by such employees.

ARTICLE 3 **ASSOCIATION REPRESENTATIVES**

3.1 Release Time

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

3.2 Association Release Bank

Upon request of the Association, the City shall create an Association release time bank. Employees may utilize the Association Release Time Bank for attending Association sponsored trainings or Association sponsored meetings. Use of accruals from the Association Release Time Bank must be made in 4 hour increments.

Employees represented by APWEA may contribute their earned vacation balances to the Association Release Time Bank. Donations are irrevocable and must be made in one (1) hour increments.

The City shall develop a system to account for the Release Time Bank. The City shall provide quarterly statements to the Association, which shall include:

- An accounting of all deposits
- An accounting of all withdrawals
- The current balance of the Release Time Bank

ARTICLE 4
ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

ARTICLE 5
USE OF CITY FACILITIES

City employees or the Association or their representatives may, with the prior approval of the Human Resource Director, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE 6
BULLETIN BOARDS

The Association may use portions of City bulletin boards under the following conditions:

1. All material must be dated and must identify the Association that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Association materials.
4. If the Association does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

ARTICLE 7
ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and the Association shall be given the opportunity to meet with City representatives prior to adoption. In cases of

emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE 8 **CITY RIGHTS**

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent and standards or services to be performed, decisions on the methods, means and personnel by which the City operations and services are to be conducted, and those necessary to exercise control over City government operations in the most efficient and economical manner practicable and in the best interest of all City residents. Managerial functions and rights to which the City has not expressly modified or restricted by a specific provision of this Memorandum of Understanding shall remain with the City.

ARTICLE 9 **NO DISCRIMINATION**

There shall be no discrimination based on race, creed, color, national origin, religion, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, Association activities, or any other status protected by State or Federal law against any employee or applicant for employment by the Association, the City, or anyone employed by the City.

ARTICLE 10 **HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY, COMPENSATORY TIME**

10.1 Hours of Work

The straight-time work week shall consist of four (4) or five (5) consecutive workdays totaling forty (40) hours. First Shift: Normally, employees assigned to the first shift are scheduled to work from 7:00 a.m. to 3:30 p.m. Monday through Friday. Second Shift: Normally, employees assigned to the second shift will have a start time between 8:00 a.m. and 9:30 a.m. and are scheduled to work Monday through Friday. Second shift assignments shall be reviewed and/or modified on a quarterly basis by a committee consisting of labor representatives and management representatives. Management reserves the right to modify work schedules to meet the operational needs of the Department. Except in the case of an emergency, an employee's work schedule shall not be changed without first providing him/her with forty-eight (48) hours advance notice of the change.

10.2 Overtime Authorization

All overtime must be authorized by the Department Head or his/her designated representative in advance of being worked.

Under normal circumstances full-time regular and probationary employees shall have first preference for overtime; however, during unusual/emergency situations, any employee shall be assigned to work the necessary overtime.

10.3 Definition of Overtime

For employees who are scheduled to work forty (40) hours a week, overtime is defined as any authorized time worked in excess of the employee's regularly scheduled work day or regularly scheduled work week. For employees who are scheduled to work less than forty (40) hours a week, overtime is defined as any authorized time worked in excess of forty (40) hours in a workweek.

Overtime shall be compensated at the rate of one-and-one-half (1-1/2) times the employee's regular straight-time rate of pay except for work performed under the standby provisions as set forth in Sub-articles 10.5. Overtime shall be paid or accrued as compensatory time off at the employee's option. Such option is to be exercised during the pay period when the overtime is earned.

10.4 Call Back

If an employee is called back to work after leaving the workplace at quitting time, prior to 12:00 midnight, employee shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay or time and one-half (1-1/2) whichever is greater. Calls responded to after 12:00 midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and are therefore considered overtime, shall, upon reporting, receive a minimum of three (3) hours' hours work or if three (3) hours' work is not furnished, a minimum of three (3) hours' pay or time and one-half (1 ½) whichever is greater. The minimum call back on a recognized holiday shall be three (3) hours. This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time.

10.5 Standby

Any employee on the standby list and who is on standby shall be compensated as follows:

For each full week (seven (7) calendar days) an employee is on primary standby assignment, said employee shall receive nineteen (19) hours of standby compensation in addition to pay for hours actually worked. Employees on secondary standby assignment shall receive twelve (12) hours of standby compensation in addition to pay for hours actually worked. Compensation shall be in pay or compensatory time off subject to the eighty (80) hour compensatory time maximum accumulation.

10.6 Holiday Standby Compensation

Employees on standby shall receive six (6) additional hours standby pay for each holiday except Thanksgiving, Christmas and New Year's when compensation shall be an additional eight (8) hours. The City may assign two additional secondary positions to the Thanksgiving, Christmas and New Year's Standby.

10.7 Acting Pay

An employee who is assigned in writing, and approved by the Department Head or his/her designee, to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification shall be paid acting pay for the entire shift, including all overtime hours contiguous to the employees shift. Acting pay shall be five percent (5%) of

base pay per day or the lowest salary step in the higher classification, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Eligibility for Acting Pay shall be after the completion of five (5) working days in the acting assignment, unless a forty (40) hour qualifying period has already been completed.

Acting assignments shall be offered to the most qualified eligible employee, as determined by the Department Head. If employees' qualifications are substantially equal, as determined by the Department Head, the acting assignments shall be offered to a regular employee prior to offering the assignment to a probationary employee.

10.8 Compensatory Time

An employee not authorized to work standby shall be allowed to accumulate forty (40) hours of compensatory time off. An employee authorized to work on the rotating standby system may accumulate eighty (80) hours of compensatory time off. Compensatory time off of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day compensatory time off requests shall require twenty-four (24) hours' notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

Employees may "cash out" accrued compensatory time by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid during the first pay period that is at least two (2) weeks following the receipt of such request. Each cash out request must be for a minimum of ten (10) hours.

ARTICLE 11 **SALARIES, WAGE ESCALATOR AND SALARY**

11.1 Salaries

Effective the first full pay period of April 2017 salaries shall receive an across the board increase of by 2.5%.

Effective the first full pay period of April 1, 2018, an across the board increase of 2.0%.

Effective the first full pay period of April 1, 2019, an across the board increase of 3.0%.

Effective the first full pay period of April 1, 2020, an across the board increase of 2.75%.

Effective the first full pay period of April 1, 2021, an across the board increase of 3.0%.

11.2 Shift Differential

Represented employees who are regularly scheduled to work on Saturdays and Sundays shall receive an additional 5% of their base rate of pay for all hours worked on Saturdays and Sundays, including all overtime hours that are worked on Saturdays and Sundays.

11.3 Certification Pay

Employees are eligible for certification pay when they possess jointly approved certificates beyond the certificates required by their classification job description. The list of jointly approved certificates is maintained by Public Works Department Administration.

Certificate Pay shall be five percent (5%) of base pay. An eligible employee shall receive certificate pay for all hours paid while meeting the criteria for certification pay. Employees shall receive certificate pay for only one certificate at a time. If an employee possesses multiple qualifying certificates, he/she will still only receive five percent (5%) of base pay.

The City shall pay for the cost associated with one prep class. The City will reimburse employees for test/certificate fees in accordance with Section 25.14 of this MOU.

If an employee's certificate expires, the employee shall no longer be eligible for certificate pay.

The employee shall be returned to the highest position that the employee qualified for prior to the expiration of the certificate (the employee's position and pay shall be downgraded to the highest position that the employee qualified for prior to the date the certificate expired). The employee's certificate pay and position shall be reinstated upon renewal of the appropriate certificate. All cost associated with recertification due to an expired certificate shall be paid by the employee. This section also applies to required certificates.

If an employee has an additional certificate, the employee may be eligible for certificate pay for that certificate.

If an employee does not maintain a certificate, the employee will no longer be eligible for that Certificate Incentive. The employee will continue to be eligible for Certificate Incentive for any other certificate the employee maintains which qualifies for Certificate Incentive

11.4 Starting Rate

Except as herein otherwise provided, entrance salary for a new employee shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

11.5 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval by the City Manager.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager or his/her designee shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Article, an employee may receive increases in salary according to the following plan:

Step B upon completion of thirteen (13) biweekly pay periods (6 months) of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods (12 months) of service

in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step D and City Manager's approval.

11.6 Conversion Rate

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Finance Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Finance Director, subject to the approval of the City Manager.

11.7 Lapse of Certificate

All employees are responsible for renewing and maintaining the certificates they acquired as minimum qualifications for the job they hold. If an employee allows a certificate to lapse, he/she shall be subject to discipline as defined in Article 20 of this Agreement.

11.8 Regular and Probationary Part-Time Employees

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental coverage, deferred compensation, retirement contributions, vacation and sick leave shall be granted. The City's contribution toward benefit premiums/cafeteria plan shall be calculated on a prorated basis by dividing the regularly scheduled hours each week by forty (40) hours. That factor shall be the percentage of the City's contributions for part-time employees. Employee's paid leave accruals shall also be calculated based on the prorated percentage factor.

In the case of part-time employees in positions, 1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

11.9 Salary Survey

The City will conduct a benchmark salary survey commencing in September 2021. The cutoff date for the collection of data shall be October 1, 2021. Any increases negotiated beyond that date shall not be included in the survey. If an agreement has a retroactive salary/benefit increase effective prior to October 1, 2021, but is not adopted until after October 1, 2021, those

increases shall not be included in the salary survey. The salary survey shall include the following:

- Top Step of the Salary Range
- Bottom Step of the Salary Range
- Classic and PEPRA PERS Retirement Formula and the associated Employer and Employee contribution rates
- Any deferred compensation contributions by the employer
- Employer benefit contributions
 - Medical
 - Dental
 - Vision
 - EAP
 - LTD
 - Safety shoes

The City and APWEA shall provide each other with a list of comparable agencies to be surveyed. The City and APWEA will meet and select the survey agencies. The City will gather survey data and share the data with APWEA. When selecting the agencies parties will consider at least the following criteria:

- Proximity
- Sewer Collection Responsibilities
- Water Distribution Responsibilities
- Public Works responsibilities
- Community Populations
- Per capita Revenue comparisons
- Sewer and water rates of comparable agencies

The parties understand and agree that the purpose of this survey is to gather data. Completion of this survey in no way implies an intent or commitment to compensate any classifications beyond the establish salary ranges.

ARTICLE 12 **HEALTH AND WELFARE**

12.1 Medical Insurance

- A. The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.
- B. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the

City's health insurance plans.

- C. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

12.2 Dental Insurance

- A. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
- B. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

12.3 Life Insurance

- A. The City shall contribute the monthly premium amount necessary to purchase a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
- B. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

12.4 Long-Term Disability Insurance

- A. The City shall make a Long-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.
- B. Enrollment in the Long-Term Disability Insurance Plan is mandatory.

12.5 Vision Care Insurance

- A. The City shall make available to represented employees and the dependents of represented employees Options I, II and III of the City of Antioch Vision Plan.
- B. Enrollment in the Vision Plan is optional.

12.6 Employee Assistance Program

- A. The City shall contribute the monthly premium amount on behalf of each represented employee for the City's Employee Assistance Program (EAP).
- B. Enrollment in the EAP is mandatory.

12.7 Gym/Health Club Reimbursement Program

- A. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to represented employees who provide the City with written verification of regular membership in a health club or commercial gym.
- B. Employees, who provide written proof of membership pursuant to paragraph A. above, may receive up to \$27.00 per month not to exceed 100% of the cost of such membership, on an after-tax basis.

12.8 Flexible Benefits (Cafeteria)

- A. Effective December 2016 the City shall make the following contributions to the Flexible Benefits Plan on behalf of the employees:
 - 1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$848.03 per month.
 - 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,322.62 per month.
 - 3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1,645.81 per month.
- B. The City shall increase its contributions to the Flexible Benefits Plan: The amounts specified in Section 12.8. A of this Article will reflect increases determined pursuant to the following procedures:
 - 1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
 - 2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
 - 3. The City then shall divide the sum of the increases by the total current contribution to the cafeteria plan for each of the appropriate two plans at

each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.

4. The City would then increase the amounts provided in Section 12.8, A. by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).
 5. If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 12.8.A. of this MOU by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.
- C. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
1. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefits Plan.
 2. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefits Plan to cover the cost of such selections.
 3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.
 4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
 5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax

withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

- D. Effective January 1, 2018, the City shall make the following contributions to the Flexible Benefits Plan on behalf of the employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
1. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute ninety five (95%) of the Kaiser family rate per month.
 4. In addition to the City Contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party, family).
 - a. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
- E. Employees hired by the City after December 31, 2017, cash back in lieu of benefits shall be limited to \$250 per month.

12.9 Alternative Health & Welfare Benefits

- A. The City and the Association may, by mutual agreement, re-open discussions at any time during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.

- B. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits would occur only as the result of mutual agreement between the parties.

12.10 Benefit Contribution Deduction

- A. The Association and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

ARTICLE 13 **RETIREMENT**

13.1 Retirement

- A. Public Employees' Retirement System (PERS)
All regular status employees hired prior to January 1, 2013, and PEPRAs legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution Rate. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRAs provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

- B. Medical-After-Retirement
For employees hired prior to September 1, 2007 the City shall provide a Medical-After-Retirement benefit in accordance with the Medical After Retirement Plan on file in the Human Resources Department. The City shall contribute a set percentage of salary each month, as determined and, as may be changed from time to time by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute one point Five (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event APWEA requests all impacted employees to make a contribution of two point five percent (2.5%) of the employee's base salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees Two point Five percent (2.5%).

ARTICLE 14
HOLIDAYS

14.1 Holidays Observed

The City shall observe the following holidays during the term covered by the Memorandum of Understanding:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	Third Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	First Monday, September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday, November
Day after Thanksgiving	Fourth Friday November
Christmas Eve	December 24th
Christmas	December 25th

14.2 Floating Holidays

The City shall provide two (2) floating holidays, and employees with less than six (6) months' service but at least two (2) months' service in a calendar year shall receive only one (1) floating holiday. The specific date to take said day(s) shall be mutually determined between the employee and his/her Department Head--normally five (5) working days in advance but in no instance less than twenty-four (24) hours in advance of the proposed date. The floating holidays must be taken in the calendar year and must be taken off as whole days.

14.3 Holiday Pay

Should an employee be called to work on a designated holiday or scheduled floating holiday, the employee shall receive holiday pay at time and one-half (1-1/2) for each portion of an hour worked.

14.4 Holidays on Saturday/Sunday

When a holiday falls on Saturday, the preceding work day shall be observed. When a holiday falls on Sunday, the following work day shall be observed.

ARTICLE 15
VACATION

15.1 Vacation Scheduling and Qualifying

Only employees who have a minimum of six (6) months of regular status City service shall be entitled to a vacation. Vacation shall be taken off at the rate of one-half (1/2) hour increments.

The times during the calendar year at which an employee shall take vacation shall be

determined by the Department Head or his/her designee with due regard to the wishes of the employee and particular regard to the need of the City.

Vacation time of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day vacation requests shall require twenty-four (24) hours' notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

15.2 Vacation Benefits

All employees shall earn an annual vacation leave as follows:

- 3.385 hours per pay period from the date of initial hire through the fourth year of service (11 days per year).
- 4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).
- 5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).
- 6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).
- 7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

15.3 Vacation Accumulation

Employees may accrue vacation credit up to a maximum of the amount accumulated for twenty-one (21) months service. At that point, the employee accrues no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate will be used for computation of the twenty-one (21) months figure.

15.4 Vacation Pay at Termination

Upon termination of employment, a regular or probationary employee shall be paid the cash value of their accrued vacation leave at the time of termination, as well as a pro-rated accrual amount for their final pay period.

15.5 Holiday During Vacation Leave

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave.

ARTICLE 16 **SICK LEAVE**

16.1 Benefits

- A. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency care for seriously ill family members. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accrued at the rate of 3.692

hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.

- B. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
- C. If sick leave is used for other than the legitimate purposes described in paragraph F below, such use shall constitute an abuse of the sick leave benefit for which an employee may be disciplined, up to and including termination.
- D. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
- E. An employee who has been absent from work due to an illness for three (3) or more consecutive workdays may be required to submit a doctor's certificate upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, an employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification following any absence from work, when the employee has been given prior notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
- F. Sick leave may be used only in the following situations:
 - 1. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - 2. When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, as defined by state "Kin Care Law", a maximum of six (6) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days.
 - 3. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

16.2 Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

16.3 Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human

Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

ARTICLE 17 **LEAVES OF ABSENCE**

17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return or because of personal hardship. Employees may not be granted an unpaid leave of absence until all accrued leave, excluding sick leave, is taken, except that the City Manager may grant an unpaid leave of absence before all accrued leave is used if he/she determines that there is a bonafide emergency or hardship and the leave of absence is for no more than thirty (30) calendar days. Failure on the part of an employee on unpaid leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on unpaid leave of absence. The decision of the City Manager on granting or refusing to grant an unpaid leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

17.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

Any compensation received by an employee for such service performed on a regularly scheduled work day shall be remitted to the City. Any mileage payments received by such employee shall be retained by the employee.

17.3 Military Leaves of Absence

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

17.4 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use any accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employees may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) days, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability

insurance plan unless the employee is using sick leave, vacation or compensatory time. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums/cafeteria plan contributions shall be paid by the City for up to one (1) year during an industrial injury leave.

17.5 Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee shall be required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. The City shall provide a self-funded short-term disability plan for the first thirty (30) calendar day waiting period and the plan will be administered in the same manner as State Disability Insurance. The benefit from the self-funded plan shall be integrated with sick leave. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend the time in which full salary can be received. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums/cafeteria plan contributions shall be paid by the City during the first six (6) months of an unpaid leave of absence.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

17.6 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, domestic partner, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances but normally shall not exceed three (3) work days. In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to five (5) days of Bereavement Leave may be approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged against the employee's sick leave balance. Decisions of the City Manager shall be final and will not be greivable. The Department Head involved must be notified in advance.

ARTICLE 18 **PROBATIONARY PERIOD**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective evaluation of a new employee and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees is twelve (12) months for new hires and six (6)

months for promotions. Reclassifications are not subject to a probationary period. An employee's probationary period may be extended for three (3) months on a case-by-case basis. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which promoted, unless discharged.

Any employee who accepts a promotion may, during the probationary period, decide to return to their former position with no loss of seniority or negative effect in future promotional hiring decisions.

ARTICLE 19 **LAYOFF AND REEMPLOYMENT**

19.1 Grounds for Layoff

Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work or lack of funds.

19.2 Determination of Seniority Date

As determined by official City payroll records, all continuous periods of services in the employ of the City shall be counted toward the establishment of an employee's City service date, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City seniority service date.

- Leave of Absence
In computing both City and classification seniority, all time spent on paid leave of absence shall be included and unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31st day.

- Appropriate Classification
Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.

- Ties
If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.

19.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring,

the last employee laid off shall be the first employee rehired (by classification) until the list of former employees is exhausted. All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the layoff of probationary or post-probationary status employees.

19.4 Demotion

Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into classes represented by APWEA, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

19.5 Re-employment List

The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff must be placed on Reemployment Lists for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for positions in the City's employ until reemployment lists for the particular classification have expired or exhausted.

It is the City's intent to notify all employees on reemployment lists by certified mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when

time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

19.6 Removal from List

If a former employee fails to accept a bona fide written offer of reemployment Certified Mail Return Receipt to last known address on record within five (5) calendar days after receipt of the offer, or if the offer is returned to the City as undeliverable or unclaimed, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally separated.

19.7 Reappointment

Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the pay step which the employee held at the time of separation or demotion.

Upon reappointment to the classification from which the employee was originally separated or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being re-appointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

19.8 Notice of Layoff Association Notification

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the Association, the City shall notify the Association of the possibility of such layoffs and shall offer to meet and confer regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction in pay - time off without pay.

The City shall provide thirty (30) calendar days' notice of layoff to affected employees.

19.9 Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, retirement contributions and uniforms. Any employee re-employed after a layoff shall have reinstated all sick leave accruals that the employee did not receive compensation for at the time of layoff.

19.10 Appeal

Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In

addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.

ARTICLE 20 **DISCIPLINE**

20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City may, in lieu of a suspension or demotion and subject to the mutual agreement of the affected employee, temporarily reduce the base pay rate of any employee for a specified number of pay periods.

20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended or demoted or had his/her base pay rate reduced, the employee shall have the right to appeal his/her discipline through arbitration. Such appeal must be filed with the City Manager in writing within ten (10) working days (for this section working days is defined as days that City Hall is open to conduct business) from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

20.3 Referral to City Manager

The City Manager shall investigate and respond to the disciplinary appeal. No disciplinary appeal may be processed below which has not first been filed and investigated in pursuance of this Sub-Article 20.3. A disciplinary appeal which remains unresolved fifteen (15) calendar days after it has been submitted in writing may be referred to Arbitration only by APWEA.

20.4 Appeal to Arbitration

In the event a disciplinary appeal has not been resolved by the procedures set forth above the Association, and only the Association, may file an appeal with the City Manager requesting Arbitration within fifteen (15) calendar days of the City Manager's decision.

20.5 Arbitration

The arbitrator shall be selected by mutual agreement between the Association and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Association and the City.
- Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.

- Arbitrator's decisions on matters properly before them which pertain to the disciplinary actions involving the discharge, suspension, demotion or pay reduction of an employee shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

ARTICLE 21
PERSONNEL RULES

The Association agrees, upon receipt of a written request from the City, to meet and confer with representatives of the City during the term of this Agreement regarding those elements of any proposed revisions to the City's Personnel Rules that are within the scope of bargaining as that term is defined in Section 3504 of the California Government Code. If unable to reach agreement, any impasse between the parties will be resolved pursuant to the City's established impasse resolution procedures.

ARTICLE 22
PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 23
GRIEVANCE PROCEDURE

Effective upon adoption of the MOU by the City Council

A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

Grievances filed regarding the following shall be filed at the Sub-Article 23.1 of the grievance procedure and may be processed up to and including Sub-Article 23.4 of the grievance procedure.

- Personnel Rules
- Employer/Employee Relations' Ordinance
- Memorandum of Understanding

23.1 Initial Discussions

Any employee who believes that he/she has a grievance may discuss his/her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to APWEA, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

23.2 Referral to City Manager

Any employee or any official of APWEA may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 23.3 below which has not first been filed and investigated in pursuance of this Sub-Article 23.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the Human Resource Director may be referred to Mediation.

23.3 Mediation

In the event a grievance has not been resolved by the procedures set forth above the employee or an official of APWEA may file a written request for mediation to the Director of Human Resources within thirty (30) calendar days of the date of issuance of the City Manager's response at Sub-Article 23.2. If the parties mutually agree to mediation, either party may request the assistance of a mediator from the State Mediation and Conciliation Service to assist with the resolution of the grievance. Mediation shall occur as soon as practicable after the initial request. The Mediator does not have the authority to impose a settlement on the parties. Any final settlement of the grievance, mutually agreed to by the parties, shall be reduced to writing and signed by the Grievant, and/or Association (if filed by the Association), and Employer. The final settlement agreement shall be binding on all parties.

All expenses of the mediator, if any, shall be shared and equally divided between the Association and/or Employee and the Employer.

23.4 Appeal to Arbitration

In the event a grievance has not been resolved by the procedures set forth above, the Association, and only the Association, may file an appeal with the City Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.

23.5 Arbitration

The arbitrator shall be selected by mutual agreement between the Association and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by the California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Association and the City.
- Each party, however, shall bear the cost of their own representation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness

fees, and related costs.

- Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to the Agreement.

ARTICLE 24 **OUTSIDE EMPLOYMENT**

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No City uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Antioch without the approval of the City Manager. Such permission shall not be necessary if the outside employment is less than four (4) hours per City work day and no possible conflict of interest with his/her City employment is discernible.

ARTICLE 25 **SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK**

25.1 Safety Shoes

The City shall contribute Two Hundred Twenty-Seven Dollars and Ninety-Seven Cents (\$227.97) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, etc. Shoes and related accessories may be purchased through the voucher system.

Effective July 1, 2017, the City shall contribute Two Hundred and Seventy-Five Dollars (\$275.00) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, resoling boots, etc.

Effective July 1, 2018, the City shall contribute Three Hundred Dollars (\$300.00) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, resoling boots, etc.

Safety shoes must meet or exceed ANSI Class 75 Standards. This means the shoe is constructed to absorb 75 pounds of impact, and a static load of not more than 2500 pounds.

25.2 Uniform Allowance

Employees are required to wear the uniforms, including T-shirts, as directed by the City. The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out

uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt, safety orange color, per year will be provided. Parkas and windbreakers shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense. There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

25.3 Meal Periods - Outside Regular Working Hours

It is the policy of the Public Works Department, Maintenance Division, to insure the health and welfare of its employees by providing a period for the eating of meals at regular or nearly regular times and intervals when such times or intervals fall within the hours the employee is required to work. Each employee is basically responsible to provide the employee's own meals. It is the intention of the City to provide for alternate eating arrangements when the hours or location of required duty make normal eating habits impossible or impractical. Whenever practical, employees should take meals during normal times and only use commercial establishments when the employee's normal eating arrangements cannot be used because of a requirement that he/she be on duty.

The City may provide appropriate meals and/or refreshments at the site of the work at City expense and employees will not be otherwise compensated for such meals. Normal meal times for the purpose of this policy shall be:

- Breakfast 7:00 to 7:30 a.m.
- Lunch 12:00 noon to 12:30 p.m.
- Dinner 5:00 to 5:30 p.m.
- The minimum interval between eating periods is four (4) hours.

25.4 Meal Payments

When an employee is required to work:

- A. Two (2) or more hours before, and at least two (2) hours after breakfast;
- B. Four (4) hours before, and at least two (2) hours after end of scheduled work day;
- C. Four (4) hours between 5:30 p.m. and 7:00 a.m. and for each four (4) hours worked during the period;

The employee shall receive a meal allowance of eleven dollars and fifty cents (\$11.50).

25.5 Continuity of Work

To avoid excessive loss of time (in transit), employees should not anticipate having work

breaks or lunch consistently at the Maintenance Service Center. When a project will last an individual or crew in excess of two (2) consecutive hours, the employee(s) shall plan on taking an authorized 15-minute work break in accordance with the November 3, 1992, letter outlining the understanding between the Association and the Deputy Director.

Material and tools to complete as much work as can be practically scheduled in advance will be acquired before leaving the Service Center. Vehicle refueling will be accomplished before leaving the Service Center in the morning or upon returning to the Service Center at the end of the day.

25.6 Lunch Period

The purpose of the lunch period is to allow time for the employee to eat lunch and have a brief rest period near the middle of his/her work shift. Not more than thirty (30) minutes will be used to eat lunch. The normal time to begin the lunch period is four (4) hours after the beginning of a work shift. A wash-up period of up to fifteen (15) minutes will be allowed. In no event will any job be shut down for wash-up/lunch for more than forty-five (45) minutes--including any required travel time. Employees may use the lunch period to eat at home provided the above regulations are followed.

25.7 Lunch Period Delay

In the event an employee is required to work through the lunch period, he/she shall be given reasonable time to eat lunch during the work shift. The lunch period delay is intended for unusual circumstances. If the employee works more than eight (8) hours, he/she shall receive overtime in accordance with Article 10, Section 3.

25.8 Educational Incentive Plan

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memorandum based on a first-come, first-served basis.

25.9 Health and Safety

- A. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify his/her immediate supervisor to determine the degree of the existing hazard.
- B. A minimum of one employee representing the various Associations/Unions in the Department of Public Works shall be a member of the Public Works Department Central Safety Committee. Individuals who do not have their safety issues addressed by their immediate supervisor or the chain of command may present their safety issues to the Public Works Department Central Safety Committee for consideration.
- C. One representative shall be selected to represent the Association on the City-wide Safety Committee.

1. The City-wide Safety Committee shall consist of three (3) representatives selected by Management and three (3) employee representatives selected from the Association.
 2. Appointed representatives from Management and employee representatives from the Association shall meet on a regularly scheduled basis to be mutually agreed upon.
 3. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment.
 4. Representatives of the Joint Association/Management Safety Committee shall investigate and inspect, on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. The findings of this investigative team shall be presented to the Joint Association/Management Safety Committee for appropriate action.
 5. Any failure on the part of the City to take corrective action on joint recommendations shall be subject to the grievance procedure.
- D. The City shall continue the present practice of providing safety glasses.
- E. Safety Equipment - Management and Association will refer recommendations of the employees to the Public Works Department Central Safety Committee for consideration and action. Said action, if any, should be directed at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

25.10 Contract Work

The City shall notify the Association if it proposes contracting or subcontracting work customarily performed by members of the Association bargaining unit a minimum of sixty (60) days prior to any proposed action to take place, the Association shall be given an opportunity to discuss the effect of the proposed action upon its members and upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work, the City will: (1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, and (2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor. However, the City does not guarantee employment in the event work is no longer performed by City employees. The foregoing shall not apply in the event the required employees or equipment is not available.

25.11 Notice of Classification Modification

The Association shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits or working conditions currently covered by the City's existing agreement and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the Association shall be undertaken accordingly.

25.12 Temporary Assignments

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

25.13 Promotion

If there are four (4) or more names on a promotional list, only that list and no open list shall be certified to the department and the selection made to fill the vacancy shall be from that promotional list.

Nothing in this provision will prevent the City from holding concurrent open and promotional recruitments so that an open list exists if there are insufficient names on the promotional list.

This provision applies only to positions in this unit.

25.14 Test/Certificate Fees

The City shall continue its practice of paying for test fees and fees required to obtain and renew certificates but only for employees who take and successfully complete the requirements (including tests) for certification or licensing.

25.15 Electronic Monitoring Devices

Whenever the City acquires a piece of equipment, including a motor vehicle, that is equipped with electronic monitoring devices, the City shall provide written notification of such devices to the Association within fourteen (14) days.

25.16 Alcohol and Drug Testing Policy

The parties have agreed to the Alcohol and Drug Testing policy submitted on September 14, 2005.

25.17 Minimum Rest Periods

Whenever a represented employee has worked twelve (12) or more hours within a twenty-four (24) hour period and the assigned supervisor determines that it is unsafe for the employee to continue working, the supervisor may terminate the employee's work period. If at any time, a represented employee feels he/she cannot continue to work safely because of fatigue, the employee shall notify his/her supervisor immediately.

Employees who are sent home due to fatigue normally shall have a minimum of eight (8) hours off work between the time that he/she is sent home and when he/she reports back to work. If the eight (8) hour rest period extends into the employee's next regularly scheduled workday, he/she shall be paid at the straight time rate of pay for those rest hours that are a part of his/her regular workday. For an employee returning from a eight (8) hour rest period that has extended into his/her regular work shift, the work day shall be determined to have started upon the employee's return to work for the purposes of breaks, meal periods. The employee's quit time will be the same as if he/she had reported for work at the employee's normal start time.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

ARTICLE 26
SEPARABILITY OF PROVISIONS

Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

ARTICLE 27
PAST PRACTICES AND EXISTING MEMORANDUM OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.


This Memorandum of Understanding shall supersede all existing Memoranda of Understanding, side letters, and/or other agreements between the City and the Association.

The undersigned City and Association representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. 1 and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.


City Of Antioch:

Antioch Public Works Employees Association

By: 
Ron Bernal, City Manager

By: 
CHUCK FLEISHER
MA STAGNE HOLSTEDT A.P.C.

Dated: 8/3/17

By: 
President

By: 
VICE PRESIDENT

By: LEO REYES

By: Secretary

By: 
ROBERT CALLAHAN - TREASURER

Additional Commitments


The City will send a notice to all Association members informing them that the MOU contains a provision for an Association Release Bank and the appropriate way to donate to the Association Release Bank.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving the Class Specification Updates with no Salary Changes for Collections Systems Supervisor

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving class specification updates with no salary changes for Collections Systems Supervisor in the Management (Mid/Professional) 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.

FISCAL IMPACT

Approving the updates to the class specifications has no financial impact.

DISCUSSION

The updates to the Collection Systems Supervisor class specification are located in the Education and Experience Guidelines, Education/Training section, the update is: Equivalent to the completion of the twelfth grade. Vocational training or college level course work in engineering, environmental science, or a related field is desirable. The next update is located in the License or Certificate section, the update is: Possession of a Grade III Collection System Maintenance certificate issued by the California Water Environment Association within one year of appointment. With these updates the City will be able to attract more candidates and offer this opportunity to individuals who hold a Grade II Collection System Maintenance certificate to obtain the Grade III Collection System Maintenance certificate within one year of appointment. Please note: the Lead Collection Systems Worker class specification lists the License or Certificate section with the phrase within one year of appointment. By having this phrase in the Collection Systems Supervisor class specification, this brings consistency to the series. Please see "Exhibit 1" for the updates to the Collection Systems Supervisor class specification.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Collection Systems Supervisor Class Specification

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CLASS SPECIFICATION UPDATES WITH NO SALARY
CHANGES FOR COLLECTIONS SYSTEMS SUPERVISOR IN THE
MANAGEMENT UNIT**

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

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

WHEREAS, the Management Unit has reviewed and approved the class specification; and

WHEREAS, Department Management have reviewed and updated the descriptions to reflect current organizational structure and operational needs.

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

Section 1. That the class specification updates for the Management Bargaining Unit, which are attached hereto as "Exhibit 1"; Collection Systems Supervisor; and

Section 2. That there is no adjustment to the established salary ranges; and

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

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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

COLLECTION SYSTEMS SUPERVISOR

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

SUMMARY DESCRIPTION

Under direction, supervises, assigns, reviews, and participates in the work of staff responsible for the maintenance and repair of City wastewater and storm water systems, facilities and related equipment; ensures City compliance with local, state, and federal codes and regulatory requirements; ensures work quality and adherence to established policies and procedures; coordinates assigned activities with other divisions, contractors, and outside agencies; oversees projects and inspects projects for contract compliance; maintains appropriate work records including time cards and work orders; serves as technical resource for assigned work crews; and performs the more technical and complex tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for the maintenance and repairs of City wastewater and storm water collection systems, facilities and related pumping equipment; ensure compliance with relevant codes, appropriate local, state, and federal agencies and regulatory requirements; prepare regulatory reports related to operational activities.
2. Establish schedules and methods for providing wastewater and storm water collection system services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
3. Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
4. Participate in the selection of assigned maintenance staff; provide or coordinates staff training; work with employees to correct deficiencies; implement discipline procedures.
5. Participate in the preparation and administration of assigned program budget; submit budget recommendations; monitor expenditures.
6. Prepare specifications for material and equipment purchases; requisition supplies as necessary.
7. Perform the more technical and complex tasks of the work unit including reading and interpreting complex construction plans and specifications.
8. Inspect and evaluate work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with City regulations, policies, and operating procedures and practices; identify problem areas and direct remedial action.

**CITY OF ANTIOCH
COLLECTION SYSTEMS SUPERVISOR (CONTINUED)**

9. Supervise, direct and conduct training on proper maintenance, safety, equipment use, operational procedures, and related topics.
10. Assist in the preparation of maintenance contracts for work to be performed by outside contractors; review plans/specifications and oversee and inspect the work of contractors related to collection system construction maintenance.
11. Develop, maintain, and provide reports, files, and other written communication as necessary; maintain records of all work related activities using the department's computerized maintenance management system.
12. Investigate liability claims, provide information to appropriate staff, and coordinate repair actions as necessary.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints in an efficient and timely manner; respond to emergency situations as necessary.
14. Coordinate assigned maintenance activities with those of other divisions and outside agencies and organizations.
15. Attend and participates in professional group meetings; maintain awareness of new trends and developments in the field of wastewater systems maintenance; incorporate new developments as appropriate into programs.
16. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a collection systems maintenance program.
- Advanced practices, techniques, and materials used in the maintenance and repair of City wastewater and storm water systems, facilities and related equipment.
- Operational characteristics of specialized construction and maintenance tools and equipment.
- Cost, time and materials estimating.
- Principles of supervision, training, and performance evaluation.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- 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:

- Coordinate and direct collection systems maintenance programs.
- Supervise, organize, and review the work of assigned staff involved in collection systems maintenance.
- Select, train, and evaluate staff.

**CITY OF ANTIOCH
COLLECTION SYSTEMS SUPERVISOR (CONTINUED)**

- Recommend and implement goals, objectives, policies and procedures for providing collection systems maintenance programs.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Prepare clear and concise reports including state mandated reports.
- Participate in the preparation and administration of assigned budgets.
- Plan, organize and supervise operations and activities related to maintenance and repair of City wastewater and storm water systems, facilities and equipment.
- Diagnose mechanical and electrical failures.
- Inspect facilities, systems and equipment for maintenance and repair needs.
- Oversee and perform general and preventative maintenance activities.
- Review and work from sketches, diagrams, blueprints, plans and specifications.
- Maintain accurate and updated logs, records and reports.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Safely and effectively operate the tools and equipment used in the maintenance and repair of City water, wastewater and storm water systems.
- Plan and organize work to meet changing priorities and deadlines.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Work cooperatively with other departments, City officials, and outside agencies.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade. Vocational training or college level course work in engineering, environmental science, or a related field is desirable.

Experience:

Five years of experience in maintenance, repair, and alteration of wastewater and storm water collection systems including one year of lead supervisory responsibility.

License or Certificate:

Possession of an appropriate, valid driver's license.

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

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

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

FLSA: Exempt

Revised: February 2013


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




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Wolken, Contract Staff of City Manager's Office 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Amended and Restated Cell Site Lease with AT&T Mobility Corporation

RECOMMENDED ACTION

It is recommended that the Council authorize the City Manager to execute the Amended and Restated Cell Site Lease with AT&T Mobility Corporation (Lessee) for property located at 4506 Via Dora Drive.

STRATEGIC PURPOSE

Allow for the continued operation of a cell tower located at the City owned water tank site, 4506 Via Dora Drive. The Agreement will allow for the continuation of monthly rental payments to the City for up to twenty years. This supports Long Term Goal G: Economic Development as well as Strategy G-1: Grow Antioch's Economy through Economic Development Activity outlined in the City's Strategic Plan.

FISCAL IMPACT

This action will allow the City to collect \$2,000 per month base rent, adjusting annually at 3%, for the duration of the lease term and a one-time fee of \$5,000 for staff costs.

DISCUSSION

In November 1999 the City of Antioch entered into a five year lease, with three five year options, with Bay Area Cingular Wireless for the construction and operation of a cell tower at 4506 Via Dora Drive, adjacent to the City owned water tank. During the First Amendment of the Lease, Bay Area Cingular Wireless was purchased by AT&T. New Cingular Wireless PCS, LLC whose parent company is AT&T Mobility Corporation (AT&T), is now the Lessee. The current lease does not expire until 2019. AT&T is in the process of amending many of their leases nationwide, so they'll be tracking on a similar timetable, which is why AT&T is requesting to amend their lease early.

Staff initiated negotiations with AT&T in October of 2016 which is why the lease term commences on this date. The current monthly lease is \$1,547 and will increase retroactively back to October 2016 to \$2,000 a month if approved by the City Council. As with the original lease this Amended and Restated Lease will be for an initial five year term with three five year renewal options for a total of twenty years. Along with the rent increase and annual escalator, upon execution of the lease, \$2,000 for access road improvements (during any 12 month period) as well as a one-time submission fee of \$5,000 to cover staff costs associated with negotiations for the lease will be provided to the City. All cell site improvements are installed at the site and authorizing the City Manager to execute the Amended and Restated Lease will allow AT&T to continue with their operations at this location.

ATTACHMENTS

- A. Resolution
- B. Amended and Restated Cell Site Lease

RESOLUTION NO. 2017/_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDED AND RESTATED CELL SITE LEASE WITH NEW CINGULAR WIRELESS PCS, LLC; AT&T MOBILITY CORPORATION ITS MANAGER

WHEREAS, the City and Bay Area Cellular Telephone Company, doing business as Cellular One, entered into a Cell Site Lease (“Ground Lease”) on November 2, 1999 for property located at 4506 Via Dora Drive;

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company (“New Cingular”), succeeded to the interests of Cellular One in the Ground Lease, which is scheduled to expire on November 30, 2019

WHEREAS, the City and New Cingular and AT&T have negotiated an Amended and Restated Cell Site Lease Agreement for a term of five years and three potential extended terms of five years each,

THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Amended and Restated Cell Site Lease Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

**RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH**

**WHEN RECORDED MAIL TO:
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007**

THIS SPACE FOR RECORDERS USE ONLY

APN 053-030-028

(No fee for recording pursuant to Government Code §27383)

**CITY OF ANTIOCH
AMENDED AND RESTATED CELL SITE LEASE**

CITY OF ANTIOCH

AMENDED AND RESTATED CELL SITE LEASE

THIS AMENDED AND RESTATED CELL SITE LEASE (“AGREEMENT”) is entered into as of October 1, 2016 (“**EFFECTIVE DATE**”) by and between **CITY OF ANTIOCH**, a California municipal corporation, with its principal place of business at City Hall, 3rd and H Streets, Antioch, California 94509 (“**LESSOR**”), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, with a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (“**LESSEE**”). This **AGREEMENT** may refer to **LESSOR** and **LESSEE** individually as a “**PARTY**” or collectively as the “**PARTIES**”.

RECITALS

This **AGREEMENT** is entered into based upon the following facts, circumstances and understandings:

A. **LESSOR** and **LESSEE**’s predecessor in interest, Bay Area Cellular Telephone Company, a California general partnership, doing business as Cellular One (“**ORIGINAL LESSEE**”) entered into a Cell Site Lease (Ground Lease) dated November 2, 1999 (the “**ORIGINAL LEASE**”), whereby Original Lessee leased a portion of certain real property owned by **LESSOR**, commonly known as 4506 Via Dora Drive, in the City of Antioch, County of Contra Costa, State of California 94531 (“**PROPERTY**”), together with access and utility easements. The **PROPERTY** is legally described on **Exhibit A** attached hereto.

B. **LESSEE** succeeded to all of the right, title and interest of **ORIGINAL LESSEE** in and to the **ORIGINAL LEASE**.

C. The **ORIGINAL LEASE** is scheduled to expire on November 30, 2019.

D. As of the Effective Date, **LESSOR**, as a landowner and not a government, and **LESSEE** desire to amend, restate and supersede all of the terms, covenants and conditions of the Original Lease in their entirety with the terms, covenants and conditions hereinbelow set forth.

NOW THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, the PARTIES hereby agree as follows:

1. **Grant of Lease.** LESSOR leases to LESSEE (i) approximately one hundred thirty-five (135) square feet of ground space for the placement of LESSEE's equipment shelter (the "**EQUIPMENT SPACE**"); (ii) three (3) ground space areas of approximately thirty-six (36) square feet each for the placement of LESSEE's antenna poles and associated equipment (collectively, the "**ANTENNA SPACE**"); and (iii) those certain areas where LESSEE's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (the "**CONNECTION SPACE**") (the EQUIPMENT SPACE, ANTENNA SPACE and CONNECTION SPACE are hereinafter collectively referred to as the "**PREMISES**"), all located on the PROPERTY and more particularly described and depicted in **Exhibit B** attached and incorporated into this AGREEMENT. LESSOR also permits LESSEE to survey the PREMISES and the PROPERTY, which may replace **Exhibit B** only when LESSOR signifies its approval with its initials on each and every page of the survey.

2. **Permitted Uses.**

a. **COMMUNICATION FACILITY.** LESSEE may use the PREMISES to (i) transmit and receive communication signals which LESSEE is permitted to transmit and receive under applicable Laws (as defined in Section 30.i. below); (ii) construct, maintain, remove, repair, replace, upgrade and operate communications fixtures, equipment, cables, improvements and accessories (collectively, the "**COMMUNICATION FACILITY**"); (iii) as well as the right to test, survey and review title on the PROPERTY; (iv) LESSEE further has the right but not the obligation to add, modify and/or replace equipment solely within the PREMISES in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services; and (v) LESSEE has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the PROPERTY's main entry point to the equipment shelter or cabinet (collectively, the "**PERMITTED USE**"). LESSOR and LESSEE agree that any portion of the Communication Facility that may be conceptually described on **Exhibit B** will not be deemed to limit LESSEE's Permitted Use. If **Exhibit B** includes drawings of the initial installation of the Communication Facility, LESSOR's execution of this AGREEMENT will signify LESSOR's approval of **Exhibit B**. LESSEE may not use the PREMISES for any other purpose unless reasonably necessary and appurtenant to COMMUNICATION FACILITY.

b. Alterations and Upgrades. LESSEE shall not materially alter or upgrade its COMMUNICATION FACILITY in a manner other than shown on **Exhibit B** without the prior written consent from LESSOR, which LESSOR shall not unreasonably withhold, condition or delay. An amendment to this AGREEMENT and a new use permit may be required if the material upgrade or alteration involves any change to the COMMUNICATION FACILITY affecting (i) the visual appearance of the site or (ii) the operating characteristics of the COMMUNICATION FACILITY to the extent the operating characteristics create a legal nuisance (e.g., quiet, odorless). After LESSEE obtains written consent from LESSOR for any material alterations or upgrades, the PARTIES shall substitute a new **Exhibit B** to accurately reflect the altered or upgraded COMMUNICATION FACILITY. The new **Exhibit B** shall become effective when initialed by LESSOR on each page thereof. Notwithstanding the foregoing, in no event shall LESSEE be required to obtain LESSOR's approval for any (i) LESSEE alterations, modifications or upgrades of the COMMUNICATION FACILITY which are located entirely within the footprint of the EQUIPMENT SPACE leased to LESSEE, or (ii) LESSEE like-for-like replacement of any then-existing portion of the COMMUNICATION FACILITY located within the PREMISES. For purposes of clarity, "like-for-like replacement" means replacements of "like-kind" equipment substantially comparable in dimensions and weight, or equipment wholly contained within LESSEE's EQUIPMENT SPACE and/or cabinets. Notwithstanding this Section 2.b., LESSEE may remove its personal PROPERTY from the PREMISES at any time without prior written consent from LESSOR.

3. Governmental Approvals. LESSOR agrees that LESSEE's ability to use the PREMISES is contingent upon the suitability of the PREMISES and PROPERTY for LESSEE's PERMITTED USE and LESSEE's ability to obtain and maintain all federal, state and local governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by LESSEE for its use of the PREMISES, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**GOVERNMENTAL APPROVALS**"). The PARTIES acknowledge and agree that LESSEE shall not use the PREMISES unless LESSEE first obtains all necessary GOVERNMENTAL APPROVALS. LESSOR agrees to reasonably cooperate with LESSEE in obtaining any necessary GOVERNMENTAL APPROVALS, at the sole cost and expense of LESSEE. LESSEE acknowledges that LESSOR enters and performs this AGREEMENT solely in its proprietary capacity, and that LESSOR cannot and shall not in any manner guarantee any GOVERNMENTAL APPROVALS. LESSOR authorizes LESSEE to prepare, execute and file all required applications to obtain GOVERNMENTAL APPROVALS for LESSEE's PERMITTED USE under this AGREEMENT. In addition, LESSEE shall have the right to initiate the ordering and/or scheduling of necessary utilities. LESSEE has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the PROPERTY surveyed by a surveyor of its choice. LESSEE may also perform and obtain, at LESSEE's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the PROPERTY, necessary to determine if LESSEE's use of the PREMISES will be compatible with LESSEE's engineering specifications, system, design, operations or GOVERNMENTAL

APPROVALS. Promptly after LESSEE obtains each GOVERNMENTAL APPROVAL (or a renewal thereof), LESSEE agrees to provide LESSOR with a true and correct copy which the PARTIES shall add to this AGREEMENT as **Exhibit C**, attached to and incorporated into this AGREEMENT.

4. Access.

a. Grant of Access. LESSOR grants LESSEE a nonexclusive license for physical pedestrian and vehicular ingress and egress over the PROPERTY to the PREMISES only along the route (“ACCESS ROUTE”), as more particularly described and depicted in **Exhibit B**. No vehicle parking is allowed in the Access Route.

b. Access Protocols. At all times throughout the TERM (as defined in Section 6.b. below) of this AGREEMENT, LESSEE and its employees, agents, and contractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the PREMISES along the ACCESS ROUTE. In exercising its right of access to the PREMISES, LESSEE agrees to cooperate with all reasonable security procedures utilized by LESSOR at PROPERTY provided that such security protocols are adopted and applied by LESSOR in a reasonable, uniform and nondiscriminatory manner, and LESSEE further agrees not to create a legal nuisance on the PROPERTY. LESSEE shall coordinate any routine or non-emergency maintenance and repair work with the Public Works Department of LESSOR. If LESSEE desires to enter the PREMISES after 5:00 p.m. and before 8:00 a.m., LESSEE shall also notify Dispatch of the Antioch Police Department in advance of such after-hours access, except in the event of an emergency, which shall be deemed to include any failure or outage of the COMMUNICATION FACILITY, in which event, LESSEE shall notify Dispatch of the Antioch Police Department as soon as reasonably practicable in light of the emergency circumstances.

c. Access to City Water Tank Sites. Any contractor working for LESSEE shall be required to provide 24-hours advance notice by calling the Water Treatment Plant at (925) 779-7027 or (925) 779-7029 and shall provide the following information on a sign-in sheet prior to working at any City Water Tank sites:

- Name and phone # of contractor performing work on the site;
- Name, phone # and site # of cell provider (if different from LESSEE) that contractor is working for;
- Site # of LESSEE and a copy of LESSEE’s agreement (if requested);
- Copy of Building Permit; and
- Time period for which access is requested.

Any contractor working for the LESSEE or sublessee shall be required to return site access keys upon leaving the site. Each time LESSEE fails to comply with this requirement, LESSOR at its sole option may re-key the site and distribute new keys at LESSEE's sole cost plus an administrative fee of \$250.00.

Neither LESSEE nor LESSEE's contractor shall use any surrounding area not exclusively leased by LESSEE as a staging, construction, or storage area, nor shall LESSEE or contractor park or leave vehicles or construction equipment on any access road or any surrounding area not exclusively leased by LESSEE, except for such times that LESSEE or LESSEE's contractor are performing work on the COMMUNICATION FACILITY, in which event LESSEE or LESSEE's contractor shall have the right to park vehicles near the PREMISES but shall not block any access roads.

d. Security for Repair of Damage. LESSEE shall be responsible for all damage caused by LESSEE's use of such roadways or driveways, including without limitation the traffic signal power service pedestal, median landscaping and irrigation system and roadway. If LESSEE causes damage to any of LESSOR'S PROPERTY or improvements, LESSEE shall promptly provide LESSOR with written notice of such damage. At LESSOR's option, LESSEE shall promptly repair same to the condition existing prior to such damage at its sole expense or LESSOR may cause such repairs at LESSEE's sole expense.

e. Noninterference in LESSOR's Access. LESSEE warrants that it will not materially and adversely interfere or impede in any way with LESSOR's or other governmental agencies' access to equipment installed at the PROPERTY. LESSEE'S COMMUNICATION FACILITY may be under separate lock and key, but this lock and key should not prevent LESSOR's or other governmental agencies' access to the PROPERTY, nor should it lock out these agencies' access to their own telecommunications equipment.

f. Relocation of ACCESS ROUTE. LESSOR may adjust the ACCESS ROUTE to a reasonably comparable route when reasonably necessary for LESSOR's use of the PROPERTY; provided that such adjustment to the ACCESS ROUTE does not impede LESSEE's right to access to the PREMISES as provided in this Section 4. Upon LESSOR's written notice to LESSEE for such changes, the PARTIES shall substitute a new **Exhibit B** to accurately reflect the adjusted ACCESS ROUTE. The new **Exhibit B** shall become effective with LESSOR's initials on each and every page.

g. LESSOR's Right of Entry. LESSEE shall allow LESSOR or its designated agents to enter in and onto the PREMISES during reasonable times after prior written notice at least seventy-two (72) hours in advance to LESSEE, except in emergency situations when no such notice can be provided. LESSOR shall be permitted to (i) make necessary repairs to the PREMISES so long as such repairs do not materially and adversely interfere with LESSEE's operations; (ii) post notices of non-responsibility for alterations, additions, or repairs; and (iii) in the event of a bona fide emergency situation, take any reasonably necessary action to protect

persons or property. LESSEE shall be permitted to have an employee, contractor, or representative present during LESSOR's access to the PREMISES except in emergency situations.

5. Construction.

a. Plans and Specifications. Prior to the commencement of any material upgrades or alterations of the existing COMMUNICATION FACILITY on the PREMISES which require LESSOR's prior consent pursuant to Section 2 above, LESSEE shall submit a complete set of wet-stamped engineering plans and specifications, as well as a wet-stamped Structural Analysis Report, if reasonably required by LESSOR, to LESSOR's structural engineer to approve, which approval shall not be unreasonably withheld, conditioned or delayed. If LESSOR's structural engineer finds any structural deficiencies, those deficiencies shall be corrected by LESSEE if it is possible to do so without creating a legal nuisance on the PROPERTY and such corrections shall be at LESSEE's sole expense. If such deficiencies cannot be so corrected, LESSOR shall have the right to terminate this AGREEMENT upon giving LESSEE thirty (30) days prior written notice. In all cases, LESSEE shall pay for LESSOR's structural engineer's review.

b. Trenching. No open-cut trenching shall be permitted across any paved access route unless approved by LESSOR in advance. Such approval may be denied by LESSOR for any or no reason. Trenching alongside and directional boring underneath paved access routes may be permitted as needed as approved in writing by LESSOR's City Engineer/Director of Public Works.

c. Structural Observations. LESSOR's structural engineer shall conduct all structural observations for any and all structural work required as set forth in LESSEE's structural engineering and structural plans, at LESSEE's cost.

d. Hours of Construction. LESSEE's construction activities shall not unreasonably obstruct access to or otherwise create a legal nuisance at the PROPERTY. LESSEE shall schedule its construction activities between the hours of 8:00 A.M. Pacific Standard Time and 5:00 P.M. Pacific Standard Time Monday through Friday unless approval in writing is obtained from LESSOR's Director of Public Works/City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. In the event LESSEE needs access outside of these hours to conduct emergency repairs, which shall be deemed to include any outage or failure of the COMMUNICATION FACILITY, LESSEE shall contact LESSOR's emergency contact telephone number at (925) 778-2441 as soon as reasonably practicable in light of the emergency circumstances.

e. Manner of Construction. LESSEE, its employees, contractors and agents, shall maintain the construction area and construct all parts of the COMMUNICATION FACILITY in a workmanlike manner.

6. Term.

a. Initial Term. The initial term of the AGREEMENT shall commence as of October 1, 2016 (the "**TERM COMMENCEMENT DATE**"). LESSOR leases to LESSEE for an initial term of five (5) years from the TERM COMMENCEMENT DATE ("**INITIAL TERM**").

b. Renewal Term(s). This AGREEMENT shall automatically renew for up to three (3) additional five (5) year terms (each a "**RENEWAL TERM**"), unless LESSEE is in DEFAULT (as defined in Section 15 below) of this AGREEMENT at the end of the INITIAL TERM or any RENEWAL TERM or LESSEE delivers to LESSOR written notice of its intent not to renew at least ninety (90) days before the end of the INITIAL TERM or any RENEWAL TERM, as the case may be. The PARTIES collectively refer to the INITIAL TERM and any RENEWAL TERMS exercised by LESSEE as the "**TERM.**" The terms and conditions for each RENEWAL TERM shall be the same terms and conditions as in this AGREEMENT, except that the RENT shall be increased as set forth below. In no event shall the TERM of this AGREEMENT exceed twenty (20) years from the TERM COMMENCEMENT DATE unless otherwise agreed upon by LESSOR and LESSEE. After twenty years (20) both PARTIES may enter into an additional written agreement or amendment to this AGREEMENT for leasing the PREMISES, should they desire to do so.

c. Holdover Term. LESSEE's right to possess and use the PREMISES shall immediately terminate at the expiration or the earlier termination of this AGREEMENT. In the event that LESSEE continues to possess or use the PREMISES or any part of the PROPERTY after this AGREEMENT expires or terminates, then (i) the TERM shall automatically convert to a month-to-month tenancy ("**HOLDOVER TERM**"); (ii) the RENT shall automatically increase to an amount equal to twenty-five percent (25%) over the RENT in effect at that time ("**HOLDOVER RENT**"); and (iii) all other terms and conditions in this AGREEMENT shall continue. The HOLDOVER TERM and HOLDOVER RENT shall continue until and unless LESSEE completely removes and restores the PREMISES and PROPERTY as required in Section 10 of this AGREEMENT.

7. Rent.

a. Base Rent. LESSEE shall pay LESSOR Two Thousand and No/100 Dollars (\$2,000.00), in advance on the first (1st) day of each month throughout the TERM ("**RENT**"). RENT shall automatically commence and become due and payable on the TERM COMMENCEMENT DATE. In any partial month occurring after the TERM COMMENCEMENT DATE, RENT will be prorated based on a thirty (30) day calendar month. Notwithstanding the foregoing, the initial monthly RENT payment shall be forwarded by LESSEE to LESSOR within forty-five (45) days after the latter of the two signatures below.

b. Annual Rent Escalator. The monthly RENT shall increase annually during the INITIAL TERM and any RENEWAL TERM, effective as of each anniversary of the TERM COMMENCEMENT DATE, by an amount equal to three percent (3%) above the amount of the monthly RENT in effect immediately prior to such increase.

c. Access Road Contribution. In addition to RENT, LESSEE shall submit to LESSOR a separate sum equal to Two Thousand and No/100 Dollars (\$2,000.00) within forty-five (45) days following the EFFECTIVE DATE of this AGREEMENT (“ACCESS ROAD CONTRIBUTION”). The ACCESS ROAD CONTRIBUTION must maintain a balance of Two Thousand and No/100 Dollars (\$2,000.00) throughout the TERM of this AGREEMENT. Notwithstanding the foregoing, in no event shall LESSEE be required to submit or otherwise pay to LESSOR more than Two Thousand and No/100 Dollars (\$2,000.00) for the ACCESS ROAD CONTRIBUTION in any consecutive twelve (12) month period during the TERM. Any unused ACCESS ROAD CONTRIBUTION will be returned to LESSEE upon the natural expiration or earlier termination of this AGREEMENT upon LESSEE’s completion of the requirements in Section 10 below.

d. Submission Fee. Separate from RENT, LESSEE shall pay LESSOR a one-time submission fee of Five Thousand and No/100 Dollars (\$5,000.00) (“SUBMISSION FEE”) within forty-five (45) days following the EFFECTIVE DATE, for LESSOR’s City Council’s consideration of this AGREEMENT. The SUBMISSION FEE is intended to reimburse LESSOR for all of its costs and expenses to engage in the negotiations for and submission of this AGREEMENT to LESSOR’s City Council. The PARTIES agree that such SUBMISSION FEE does not constitute RENT or any offset to RENT.

e. Invoices. LESSEE shall ensure that all payments shall include an invoice that states the nature of the payment, site address, LESSEE’s site identification number, and, if applicable, increases applied and the reason for and the method LESSEE used to calculate any partial payment or payment in excess of RENT. Invoices and payments should be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other addressee and address as may be determined from time to time and upon notice to LESSEE pursuant to Section 28 herein.

8. Maintenance and Repairs.

a. PREMISES. Throughout the TERM and any HOLDOVER TERM, LESSEE, at its sole cost and expense, shall maintain and repair all areas of the PREMISES in a clean and neat manner. LESSOR shall not have any responsibility to maintain or repair within the areas of the PREMISES except to the extent damaged by LESSOR or any of its agents, employees or contractors, and subject to reasonable wear and tear and damage from the elements. LESSEE shall abate any graffiti, household trash, litter or any other legal nuisance within seventy-two (72) hours of LESSEE’s receipt of LESSOR’s written notification of same. Throughout the TERM of this AGREEMENT, LESSEE shall promptly repair any damage caused by LESSEE,

or any of its agents, employees or contractors, to any area where it enjoys exclusive control, which includes the PREMISES, to substantially the condition that existed on the EFFECTIVE DATE.

b. **PROPERTY.** LESSOR shall maintain and repair the PROPERTY as reasonably necessary to permit access to the COMMUNICATION FACILITY as required in this AGREEMENT and to the extent reasonably sufficient for LESSEE to enjoy its PERMITTED USE and other rights expressly granted and conferred by LESSOR to LESSEE hereunder, except to the extent damaged by LESSOR or any of its agents, employees or contractors, and subject to reasonable wear and tear and damage from the elements. To the extent reasonably feasible, LESSOR shall provide LESSEE with written notice at least ninety (90) days before LESSOR commences any maintenance or repairs to the PROPERTY that will or reasonably might temporarily impair LESSEE's use of the PREMISES.

c. **Lessee's Repair to PROPERTY.** LESSEE shall, at its sole cost and expense, promptly repair any damage to the PROPERTY caused as a result of LESSEE's, or its agent's, contractor's, employee's, or representative's (i) construction, operation, maintenance, or other use of the COMMUNICATION FACILITY, or (ii) negligence or willful misconduct.

d. **LESSEE's Work.** All of LESSEE'S work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, and subject to the conditions of any use permits or other authorizations granted by the City of Antioch in its permitting capacity.

9. **Title to Communication Facility.** All equipment and other property brought, placed, or erected on the PROPERTY by LESSEE shall be and remain the personal property of LESSEE. LESSOR hereby waives any and all lien rights it may have, statutory or otherwise, concerning the COMMUNICATION FACILITY or any portion thereof, which shall be deemed personal property for the purpose of this AGREEMENT, whether or not the same is deemed real or personal property under applicable laws, and LESSOR gives LESSEE the right to remove all or any portion of the same from time to time, in LESSEE's sole discretion and without consent from LESSOR.

10. **Removal and Restoration; Reconveyance.** Within ninety (90) calendar days after this AGREEMENT expires or terminates, LESSEE at its sole expense shall completely remove all its personal property above, at, and below ground level and restore the PREMISES and any affected areas of the PROPERTY to its original condition as it existed as of the EFFECTIVE DATE reasonable wear and tear, and loss by casualty or other causes beyond LESSEE's control excepted. If LESSEE has recorded a Memorandum of Lease in the Contra Costa County Recorder's Office ("**RECORDER**"), the PROPERTY shall not be deemed to be returned to LESSOR until LESSEE has recorded with the RECORDER a quitclaim deed remising, releasing and quitclaiming all of LESSEE's right, title and interest in and to the Property. Notwithstanding any other provision of this AGREEMENT, LESSEE's obligation to pay the RENT or HOLDOVER RENT as applicable hereunder shall continue until LESSEE has

complied with the removal and restoration requirements and recordation of a quitclaim deed requirement of this Section 10.

11. Mechanics' Liens. Throughout the TERM, LESSEE shall keep the entire PREMISES free and clear from all mechanics' liens, materialmen's liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of LESSEE, any repair, alteration, or addition which LESSEE may make or permit or cause to be made, or any work or construction by, for, or permitted by LESSEE on or about the PREMISES. LESSEE shall cause and ensure that all construction shall occur lien-free and in compliance with all applicable laws, ordinances, regulations, and government permit conditions. If any lien is filed against the PREMISES or PROPERTY related to the COMMUNICATION FACILITY, LESSEE shall discharge the lien or bond the lien off in a manner reasonably satisfactory to LESSOR within thirty (30) days after LESSEE receives written notice from LESSOR of the lien filing. LESSEE shall indemnify, defend, and hold LESSOR harmless against all such liens, claims of liens, and suits or other procedures that pertain thereto.

12. Utilities. LESSEE shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "UTILITIES") under its own account and at its sole cost and expense. LESSOR shall reasonably cooperate with LESSEE's UTILITIES providers. LESSOR shall not provide any UTILITIES whatsoever to LESSEE, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall LESSEE "submeter" from LESSOR or use any utility service billed by the utility to LESSOR. LESSOR acknowledges that LESSEE provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If an interruption in electrical service occurs for an extended period of time, in LESSEE's reasonable determination, LESSOR agrees to allow LESSEE the right to bring in a temporary source of power to a mutually agreeable location on the PROPERTY for the duration of the interruption.

13. Interference.

a. The PARTIES agree that the governmental operations and radio communications of the City of Antioch in its governmental capacity are paramount. Neither PARTY hereto shall be deemed to interfere with the other's radio communications where such communications are operated within their respective frequencies existing as of the EFFECTIVE DATE and in accordance with all applicable laws and regulations.

b. In the event that the COMMUNICATION FACILITY interferes with the existing radio frequency users operating within their respective frequencies and in accordance with all applicable laws and regulations, LESSEE will endeavor to cause such interference to cease within ten (10) days after receipt of written notice of interference from LESSOR. If such interference cannot be cured within such ten (10) day period, LESSEE shall cease the operations

suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

c. LESSOR will not grant, after the EFFECTIVE DATE, a lease, license or any other right to any third party, if exercise of such grant may in any way materially and adversely affect or interfere with the COMMUNICATION FACILITY, the operations of LESSEE or the rights of LESSEE under this AGREEMENT. LESSOR will notify LESSEE in writing prior to granting any third party the right to install and operate communications equipment on the PROPERTY.

d. LESSOR will not, nor will LESSOR permit its employees, tenants, licensees, invitees, agents or independent contractors to materially and adversely interfere in any way with the COMMUNICATION FACILITY, the operations of LESSEE or the rights of LESSEE under this AGREEMENT. LESSOR will cause such interference to cease within ten (10) days after receipt of notice of interference from LESSEE. In the event any such interference does not cease within the aforementioned cure period, LESSOR shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected, except for any LESSOR operations which LESSOR reasonably determines are necessary for public health or public safety.

e. For the purposes of this AGREEMENT, "interference" may include, but is not limited to, any use on the PROPERTY that causes electronic or physical obstruction with, or degradation of, the communications signals from the COMMUNICATION FACILITY.

14. Taxes.

a. LESSOR shall timely pay all real PROPERTY taxes, assessments, or fees on the PROPERTY, which includes the land under the PREMISES.

b. LESSEE shall timely pay any taxes, assessments, or fees (which includes, without limitation any possessory interest tax pursuant to California Revenue and Tax Code § 107.6(a), as hereafter amended or superseded, when applicable) attributable to the presence of the COMMUNICATION FACILITY throughout the TERM including any HOLDOVER TERM.

15. Default. A material DEFAULT and breach under this AGREEMENT ("DEFAULT") shall be deemed to occur when:

a. LESSEE does not deliver any sums due under this AGREEMENT within fifteen (15) business days after LESSEE's receipt of written notice from LESSOR of such failure;

b. LESSEE does not observe or perform any other term under this AGREEMENT within thirty (30) calendar days after LESSEE's receipt of written notice from LESSOR; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSEE promptly commences to cure such failure within such thirty (30) calendar day period, and LESSEE diligently prosecutes its cure to completion;

c. LESSOR fails to provide LESSEE access to the PREMISES as required in this AGREEMENT within twenty-four (24) hours after LESSOR's receipt of written notice from LESSEE of such failure;

d. LESSOR's failure to cure an interference problem as required by this AGREEMENT within ten (10) days after LESSOR's receipt of written notice from LESSEE of such failure;

e. LESSOR does not observe or perform any other term or condition under this AGREEMENT within thirty (30) calendar days after LESSOR's receipt of written notice from LESSEE; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSOR promptly commences to cure such failure within such thirty (30) calendar day period, and LESSOR diligently prosecutes its cure to completion; or

f. LESSEE attempts in any manner to exclude LESSOR from the PROPERTY outside the PREMISES.

Delay in curing a DEFAULT will be excused if due to causes beyond the reasonable control of LESSEE or LESSOR, as the case may be. If LESSEE or LESSOR, as the case may be, remains in DEFAULT beyond any applicable cure period, LESSOR or LESSEE, as the case may be, will have the right to exercise any and all rights and remedies available to it under law and equity.

16. Termination.

a. Grounds to Terminate. Subject to the provisions of this AGREEMENT regarding post-termination and post-expiration duties and obligations, including without limitation the payment of RENT or HOLDOVER RENT, this AGREEMENT shall automatically cease and terminate:

i. immediately after the INITIAL TERM or any RENEWAL TERM when LESSEE delivers at least ninety (90) days prior written notice of its intent not to renew pursuant to Section 6;

ii. upon thirty (30) days' written notice of termination after either PARTY receives written notice of a DEFAULT pursuant to Section 15, and all relevant cure periods have expired;

iii. by LESSEE upon written notice to LESSOR, if LESSEE is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the COMMUNICATION FACILITY as now or hereafter intended by LESSEE; or if LESSEE determines, in its sole reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

iv. upon thirty (30) days written notice to LESSOR by LESSEE for any other or no reason.

b. Early Termination Fee. In the event that LESSEE terminates this AGREEMENT pursuant to Section 16(a)(iv), then LESSEE shall include with its termination notice an early termination fee ("ETF") equal to twelve (12) months' Rent at the then current rent rate in effect at the time of early termination. The ETF is a fee entirely independent of RENT or HOLDOVER RENT.

17. Damage or Destruction of Premises. LESSEE and/or LESSOR, as the case may be, shall deliver written notice to the other within seventy-two (72) hours of LESSEE and/or LESSOR's, as the case may be, awareness of any damage to the PREMISES or PROPERTY. If the PREMISES or PROPERTY are destroyed or damaged so as in LESSEE'S reasonable judgment to materially make its use of the PREMISES unsuitable for the ongoing operation of a wireless communications site, LESSEE may elect to terminate this AGREEMENT as of the date of the damage or destruction provided that LESSEE did not cause or exacerbate such damage to the PREMISES. LESSEE shall notify LESSOR no more than thirty (30) days following the date of LESSEE's actual knowledge of such damage or destruction of its election to terminate this AGREEMENT as provided herein. In the alternative, LESSEE may elect to continue this AGREEMENT, including without limitation the obligation to pay RENT, and place and operate a temporary COMMUNICATION FACILITY (e.g., a "cell on wheels" or "cell on light truck") in a location mutually acceptable to LESSEE and LESSOR through the time needed to repair the PREMISES. LESSOR shall bear no cost or expense to repair and restore any damage to the PREMISES, except to the extent caused by LESSOR, or its agents, employees or contractors.

18. Condemnation.

a. Complete Takings. In the event a government entity exercises its eminent domain power to take the entire PREMISES, then this AGREEMENT shall terminate on the day said government entity takes possession.

b. Partial Takings. In the event a government entity exercises its eminent domain power to take the PREMISES in part, then LESSEE may elect to either (i) terminate this AGREEMENT because the partial taking in LESSEE'S reasonable opinion is sufficient to render the PREMISES unsuitable for LESSEE'S ongoing operation of a wireless communications site; or (ii) continue this AGREEMENT under the same terms and conditions. In the event that LESSEE elects to terminate this AGREEMENT pursuant to this Section 18.b, no ETF shall be due and payable. In the event that LESSEE elects to continue this AGREEMENT, the PARTIES shall prorate the RENT in proportion to the square footage taken under eminent domain.

c. Claims in Condemnation Proceedings. LESSOR and LESSEE, each at its sole cost and expense, may file and pursue its own claim in any condemnation proceeding that involves the PREMISES, to the extent that LESSEE has any such rights under applicable law.

d. Sale in Lieu of Condemnation. Sale of all or part of the PREMISES to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

19. Insurance. LESSEE shall maintain during the TERM of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with LESSEE's operation and use of the PREMISES. The cost of such insurance shall be borne by the LESSEE. LESSEE shall maintain insurance as follows:

- a. Commercial General Liability Insurance Services Office Form CG 00 01, or at least as broad as, covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit. If LESSEE's operations include work within 50 feet of a railroad right of way, LESSEE 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 set by the affected railroad.

The General Liability policy is to contain, or be endorsed to contain, the following provisions:

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by policy language or a separate written endorsement form acceptable to the City of Antioch with respect to liability arising out of work or operations performed by or on behalf of LESSEE 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 of the LESSEE's insurance at least as broad as ISO Form CG 20 10. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers, except for claims solely caused by the additional insureds. LESSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LESSOR, its employees, agents or independent contractors; and, (iii) not exceed LESSEE's indemnification obligation under this AGREEMENT, if any.

ii. The LESSEE's required insurance coverage shall be primary insurance with regard to the City of Antioch, its officers, officials, agents, employees and volunteers. Any insurance maintained by the City of Antioch, its officers, officials, agents, employees and volunteers shall be in excess of LESSEE's insurance and shall not contribute to it.

b. Property Insurance. The LESSEE will also maintain property insurance or self-insure against all risks of loss to any LESSEE improvement or betterment at full replacement costs with no coinsurance penalty provision.

c. Worker's Compensation Insurance & Employer's Liability. LESSEE shall also maintain Workers' Compensation Insurance as required by the State of California with statutory limits and Employer's Liability Insurance with limits of \$1,000,000 per accident for bodily injury or disease.

d. General Requirements.

i. Any self-insured retentions must be declared to and approved by the LESSOR prior to the full execution of this AGREEMENT.

- ii. Insurance is to be placed with insurers with an AM Best rating of no less than A minus: VII and eligible to do business within the State of California.
- iii. LESSEE shall furnish to LESSOR certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by LESSOR before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them.
- iv. LESSEE shall provide at least thirty (30) days prior written notice by mail to LESSOR of any cancellation or non-renewal of any required coverage that is not replaced.
- v. LESSEE hereby grants to LESSOR a waiver of any right to subrogation which any insurer of the LESSEE may acquire against the LESSOR by virtue of the payment of any loss under such insurance. LESSEE 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 LESSOR has received a waiver of subrogation endorsement from the insurer.
- vi. LESSOR reserves the right to modify these requirements once per TERM, including limits, based on the nature of the risk, insurer, coverage, or other special circumstance, upon a minimum of thirty (30) days after LESSEE's receipt of written notice from LESSOR.
- vii. Notwithstanding the forgoing, LESSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this AGREEMENT. In the event LESSEE elects to self-insure its obligation under this AGREEMENT to include LESSOR as an additional insured, the following conditions apply: (i) LESSOR shall promptly and no later than thirty (30) days after notice thereof provide LESSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LESSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) LESSOR shall not settle any such claim, demand, lawsuit, or the like without the

prior written consent of LESSEE; and (iii) LESSOR shall fully cooperate with LESSEE in the defense of the claim, demand, lawsuit, or the like.

20. Assignments or Transfers.

a. LESSOR may assign or transfer this AGREEMENT to any person or entity without any requirement for prior approval by LESSEE, but upon thirty (30) days prior written notice to LESSEE, provided that such assignee or transferee agrees in writing to assume and fulfill the duties and obligations of LESSOR in said AGREEMENT in their entirety.

b. LESSEE may upon thirty (30) days written notice to LESSOR, but without any requirement for prior approval by LESSOR, assign, sell or transfer this AGREEMENT in its entirety to (i) any AFFILIATE (as defined in Section 20.c. below) of LESSEE, (ii) any entity that acquires all or substantially all of LESSEE's assets in the market as defined by the Federal Communications Commission in which the PROPERTY is located, or (iii) to LESSEE's principal or subsidiaries of its principal. The PARTIES shall not deem any change of stock ownership, partnership interest, or control of LESSEE, or transfer upon partnership or corporate dissolution of LESSEE, or LESSEE's entering into a site management agreement with a third party as an "assignment" under this Section 20. No such assignment, sale or transfer by LESSEE will operate to release LESSEE from its liabilities and obligations arising hereunder except, however, that any such assignment, sale or transfer of this AGREEMENT in its entirety to an entity having a net worth of One Hundred Million Dollars (\$100,000,000.00) or more will operate to discharge all further obligations of LESSEE hereunder arising after the effective date of such assignment, sale or transfer. Under all other circumstances, LESSEE may not otherwise assign, sell or transfer this AGREEMENT without the prior written consent from LESSOR which consent may be withheld for any or no reason.

c. "AFFILIATE" means with respect to LESSEE, any person or entity that directly controls, is controlled by, or under common control with, LESSEE's ultimate parent company, AT&T Inc.

21. Subleases. LESSEE may sublease, sublicense, or in any other manner allow a third party to occupy or use antenna space on its COMMUNICATION FACILITY; provided, however, any sublessee must first obtain a separate ground lease or other agreement from LESSOR, which LESSOR may deny for any or no reason. Notwithstanding the foregoing, LESSEE shall have the right to sublease or license the PREMISES in whole or in part, without LESSOR's consent, but upon written notice to LESSOR, only to an AFFILIATE of LESSEE.

22. Subordination; Estoppel Certificates.

a. This AGREEMENT shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect PROPERTY and to any renewals, extensions, supplements, amendments, modifications or replacements thereof; provided that LESSEE concurrently receives non-disturbance protection in writing from the holder of any such security instrument. If any mortgagee or lender succeeds to LESSOR'S interest in the PROPERTY through a foreclosure proceeding or by a deed in lieu of foreclosure, LESSEE shall attorn to and recognize such successor as LESSOR under this AGREEMENT; provided that LESSEE concurrently receives non-disturbance protection in writing from such successor to LESSOR's interest in the PROPERTY.

b. Either PARTY will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this AGREEMENT is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this AGREEMENT, as so modified, is in full force and effect); (ii) the date to which the RENT and other charges are paid in advance, if any, and (iii) acknowledging that there are not, to such PARTY's knowledge, any uncured defaults on the part of the other PARTY hereunder, or specifying such defaults if any are claimed.

23. Indemnification.

a. LESSEE hereby agrees to indemnify, hold harmless and defend LESSOR and LESSOR's officers, officials, employees, agents, contractors or subcontractors (collectively, "LESSOR PARTIES") from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death (collectively, "CLAIMS") arising from or in connection with LESSEE's use, operation, maintenance or repair of the COMMUNICATION FACILITY at the PREMISES or access over PROPERTY for access to the PREMISES, except those resulting from the active negligence or willful misconduct of LESSOR PARTIES, or any of them.

b. Negligent or criminal acts by members of the public using the PROPERTY shall not be deemed to be the liability or responsibility of LESSOR.

c. LESSOR agrees to indemnify, defend and hold LESSEE harmless from and against any and all CLAIMS arising directly from the actions or failure to act of LESSOR PARTIES, or any of them, or LESSOR's breach of any provision of this AGREEMENT, except to the extent attributable to the active negligence or willful misconduct of LESSEE, its employees, agents or independent contractors.

d. The indemnified PARTY: (i) shall promptly provide the indemnifying PARTY with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 23 and provide the indemnifying PARTY with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying PARTY; and (iii) shall fully cooperate with the indemnifying PARTY in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying PARTY of its indemnity obligation, except (x) to the extent the indemnifying PARTY can show it was prejudiced by the delay; and (y) the indemnifying PARTY shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

e. The indemnity provisions of this Section 23 shall survive the expiration or cancellation of this AGREEMENT.

24. Environmental Issues; Historic Preservation; Hazardous Materials.

a. LESSOR represents that to the best of LESSOR's knowledge it is not aware that PROPERTY is subject to any environmental conditions, or mitigation monitoring programs resulting from any prior environmental assessments conducted under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA) which could forbid LESSEE'S proposed use of the PREMISES.

b. Further, LESSOR represents that PROPERTY has not been listed or been determined to be eligible for listing on the National Register of Historic Places, has not been identified or determined to be an historical landmark or located within an historic district or preservation district under applicable, Federal, State or local laws or regulations, and has not been identified as an archeological site nor as a location of any archeological artifacts or other similar resources by any prior survey or study.

c. LESSEE will not, nor shall LESSEE allow others under its control or authority to place or use any flammable or HAZARDOUS MATERIALS on the PREMISES in any manner that violates any federal, State, or local law, regulation, rule, policies, or order that pertains to flammable or HAZARDOUS MATERIALS, except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents, all if properly handled. LESSEE shall handle any HAZARDOUS MATERIALS it brings onto the PREMISES in accordance with all applicable federal, state and local laws and regulations.

d. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its officers, officials, agents, employees, and volunteers against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach by LESSEE arising from the use of flammable or HAZARDOUS MATERIALS on the PROPERTY. This paragraph shall survive termination of this AGREEMENT.

e. As used in this Section 24, "**HAZARDOUS MATERIALS**" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Approvals) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

f. LESSOR agrees to hold harmless and indemnify LESSEE from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of LESSOR for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any CLAIMS, to the extent arising from subsurface or other contamination of the PROPERTY with HAZARDOUS MATERIALS prior to LESSEE's occupancy of the PREMISES or from such contamination caused by the acts or omissions of LESSOR PARTIES, or any of them, during the TERM. This paragraph shall survive the expiration or earlier termination of this AGREEMENT.

25. Public Record Disclosure. LESSEE acknowledges that LESSOR is a public entity under the laws of the State of California. Furthermore, the PARTIES acknowledge that this AGREEMENT constitutes a public record that LESSOR must publically disclose under (i) the California Public Records Act, California Government Code sections 6250 *et seq.*; (ii) Title 17, California Code of Regulations sections 91000 *et seq.*; (iii) Article I, section 3, of the California State Constitution; and (iv) any other law or regulation that may require public entities to disclose public records.

26. Bankruptcy.

a. In the event a receiver is appointed in any proceeding or action to which LESSEE is a PARTY who claims authority to take possession or control of the PREMISES or the business conducted thereon, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, such action shall constitute a material breach of this AGREEMENT by LESSEE, and this AGREEMENT shall not be treated as an asset of LESSEE. In such an event, this AGREEMENT shall automatically cease and terminate, unless LESSEE provides LESSOR with assurances that it intends to cure the DEFAULT.

b. LESSOR and LESSEE expressly intend, agree, and acknowledge that in the event that Licensee becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* ("Bankruptcy Code"), this AGREEMENT is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real PROPERTY for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (as may be amended or superseded), and subject to the provisions of 11 U.S.C. § 365(d)(3) and 11 U.S.C. § 365(d)(4) (as may be amended or superseded).

c. Any person or entity to which this AGREEMENT is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act to have assumed all of the obligations of LESSEE arising under this AGREEMENT both before and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to LESSOR a written instrument that confirms such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to LESSOR, shall be LESSOR's exclusive PROPERTY, and shall not constitute PROPERTY of LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code. Any monies or other considerations that constitutes LESSOR's property under the preceding sentence not paid or delivered to LESSOR shall be held in trust for the benefit of LESSOR and be promptly paid to LESSOR.

27. Relocation Within Property. If LESSOR determines it necessary to relocate the COMMUNICATION FACILITY, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time after the INITIAL TERM, but only exercisable one (1) time during the TERM, and only after providing LESSEE with not less than twelve (12) months' prior written notice, to relocate the COMMUNICATION FACILITY, or any part thereof, to an alternate location (the "**RELOCATION PREMISES**") on the PROPERTY; provided, however, that: (i) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required GOVERNMENTAL APPROVALS and/or costs for tests of the RELOCATION PREMISES) shall be paid by LESSEE; (ii) such relocation will be performed exclusively by LESSEE or its agents; (iii) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on the PROPERTY; (iv) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from the PROPERTY; and (v) LESSEE shall have the right to bring upon a mutually agreeable location on the PROPERTY and operate a temporary communication facility during such relocation. LESSOR will exercise its relocation right by delivering written notice, pursuant to the terms of this AGREEMENT, to LESSEE. In the notice, LESSOR will identify the proposed RELOCATION PREMISES on the PROPERTY to which LESSEE may relocate the COMMUNICATION FACILITY. LESSOR and LESSEE hereby agree that a survey (prepared at the sole cost and expense of LESSEE) of the RELOCATION PREMISES (including the access and utility easements) will supplement **Exhibit B** hereto and become a part hereof, and the RELOCATION PREMISES shall be considered the PREMISES for all purposes hereunder. If in LESSEE's reasonable judgment no

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

suitable RELOCATION PREMISES can be found, LESSEE shall have the right to terminate this AGREEMENT upon written notice to LESSOR, without penalty or further obligation.

28. Notices and Deliveries.

a. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the PARTIES as follows:

LESSOR: City of Antioch
 P.O. Box 5007
 Antioch, CA 94531
 Attn: City Manager's Office – LEGAL NOTICE
 Telephone: (925) 779-7011
 Facsimile: (925) 779-7003

With a true and complete copy simultaneously delivered to:

City of Antioch, California
Attn: City Attorney – LEGAL NOTICE
P.O. Box 5007
Antioch, CA 94531

LESSEE: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site No.: CCL04448
 Search Ring Name: East Antioch
 Cell Site Name: East Antioch (CA)
 Fixed Asset No.: 10087739
 575 Morosgo Drive NE
 Suite 13F, West Tower
 Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
208 S. Akard Street
Dallas, Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

b. LESSOR or LESSEE may from time to time designate any other address for notices or deliveries by thirty (30) days' prior written notice to the other PARTY as provided herein. The required copy to LESSOR's legal counsel is a required administrative step that does not constitute effective delivery of any notice or deliveries required in this AGREEMENT.

c. LESSOR's designed Payee is:

City of Antioch
Attention: Finance Director
P.O. Box 5007
Antioch, CA 94531
Telephone: (925) 779-7055
Facsimile: (925) 779-7054

d. LESSOR may from time to time designate any other address for LESSOR's Payee by thirty (30) day's prior written notice to LESSEE.

29. Warranties.

a. LESSEE and LESSOR each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this AGREEMENT and bind itself hereto through the party set forth as signatory for the PARTY below.

b. LESSOR represents, warrants and agrees that: (i) LESSOR solely owns the PROPERTY as a legal lot in fee simple; (ii) the PROPERTY is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect LESSEE's PERMITTED USE and enjoyment of the PREMISES under this AGREEMENT; (iii) as long as LESSEE is not in DEFAULT hereunder then LESSOR grants to LESSEE sole, actual, quiet and peaceful use, enjoyment and possession of the PREMISES without hindrance or ejection by any persons lawfully claiming under LESSOR; (iv) LESSOR's execution and performance of this AGREEMENT will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on LESSOR; and (v) if the PROPERTY is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, LESSOR will promptly provide to LESSEE a mutually agreeable subordination, non-disturbance and attornment agreement executed by LESSOR and the holder of such security interest.

30. Miscellaneous.

a. Severability. If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any PARTY, the remainder of this AGREEMENT or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

b. Binding Effect. Each PARTY represents and warrants that said PARTY has full power and authority, and the person(s) executing this AGREEMENT have full power and authority, to execute and deliver this AGREEMENT, and that this AGREEMENT constitutes a valid and binding obligation of each PARTY, enforceable in accordance with its terms. This AGREEMENT shall be binding on and inure to the benefit of the successors and permitted assignees of the respective PARTIES.

c. No Third Party Beneficiary. This AGREEMENT is made solely and specifically between and for the benefit of the PARTIES, and their respective successors and assigns and no other party shall have any rights, interest or claims or be entitled to any benefits under or on account of this AGREEMENT as a third party beneficiary or otherwise.

d. Governing Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws. Sole venue for any action or claim arising out of or connected with this AGREEMENT shall reside exclusively in the Superior Court of the County of Contra Costa ("COURT"). All PARTIES to this AGREEMENT agree to be subject to the jurisdiction of the COURT, and waive all claims whatsoever that would defeat the jurisdiction of the COURT to hear and adjudicate any claim arising out of or connected with this AGREEMENT.

e. Survival. Terms and conditions of this AGREEMENT which by their sense and context survive the termination, cancellation or expiration of this AGREEMENT will so survive.

f. Recording of Lease. LESSOR acknowledges that this AGREEMENT will be recorded in the Official Records of the County where the PROPERTY is located. All of the provisions in this AGREEMENT shall be binding upon and benefit the PARTIES and their successors and assigns.

g. Entire Agreement; Amendments. This AGREEMENT constitutes the entire agreement and understanding between the PARTIES regarding LESSEE'S lease of the PREMISES and supersedes all offers, negotiations and other AGREEMENTs concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this AGREEMENT must be in writing and executed by authorized representatives of both PARTIES.

h. No Presumptions Regarding Preparation of AGREEMENT. The PARTIES acknowledge and agree that each of the PARTIES have been represented by counsel and that each of the PARTIES has participated in the negotiation and drafting of this AGREEMENT. Accordingly it is the intention and AGREEMENT of the PARTIES that the language, terms and conditions of this AGREEMENT are not to be construed in any way against or in favor of any PARTY hereto by reason of the roles and responsibilities of the PARTIES or their counsel in connection with the preparation of this AGREEMENT.

i. Compliance with Laws. The PARTIES shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and judicial or administrative tribunal orders (collectively, "LAWS") that in any manner affect the performance of this AGREEMENT. Additionally, LESSEE agrees to comply with all LAWS applicable to LESSEE's use of the COMMUNICATION FACILITY on the PROPERTY, and LESSOR agrees to comply with all LAWS relating to LESSOR's ownership and use of the PROPERTY and any improvements on the PROPERTY. The PARTIES intend this Section to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

j. Attorneys' Fees. The prevailing PARTY in any final or non-appealable decision on the merits arising hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, in the sole discretion of the COURT. With respect to any provision in this AGREEMENT providing for payment of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified PARTY. For purposes of this AGREEMENT, the services of attorneys and their staff shall be valued at only the average rates for independent sole practitioner legal counsel prevailing in the City of Antioch, California.

k. Limitation of Liability. Except for the indemnity obligations set forth in this AGREEMENT, and otherwise notwithstanding anything to the contrary in this AGREEMENT, LESSEE and LESSOR each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

l. Government Claims. Any claim for money damages by LESSEE against LESSOR hereunder shall be subject to Section 3-13.01 of the City of Antioch, California, Code, and the California Government Code §§ 900 *et seq* ("GOVERNMENT CLAIMS ACT"). The claims presentation provisions of the GOVERNMENT CLAIMS ACT are hereby modified such that the presentation of all claims hereunder to LESSOR shall be irrevocably waived if not made within six (6) months after LESSEE's discovery of the accrual of the cause of action.

m. Waivers.

i. No provision of this AGREEMENT shall be deemed to have been waived by a PARTY unless the waiver is in writing and signed by the PARTY against whom enforcement of the waiver is attempted. No custom or practice which may develop between the PARTIES in the implementation or administration of the terms of this AGREEMENT shall be construed to waive or lessen any right to insist upon strict performance of the terms of this AGREEMENT.

ii. Any waiver by either PARTY of any provision of this AGREEMENT shall not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver

n. Submission of AGREEMENT. The submission of this AGREEMENT to the City Council of the City of Antioch for consideration does not constitute an offer to lease the PREMISES and this AGREEMENT becomes effective only upon the full execution of this AGREEMENT by the PARTIES.

o. No Personal Liability. Neither PARTY shall hold any employees, officers, officials, volunteers, or contractors of the other PARTY personally liable for any DEFAULT or liability under this AGREEMENT.

p. Landlord Statutory Remedy. LESSOR has the remedy described California Civil Code Section 1951.4 (LESSOR may continue AGREEMENT in effect after LESSEE's breach and abandonment and recover RENT as it becomes due, if LESSEE has the right to sublet or assign, subject only to reasonable limitations).

q. Sums Paid During Breach. Any sum paid from LESSEE to LESSOR after a DEFAULT or breach of this AGREEMENT shall not constitute a waiver unless expressly acknowledged in a written waiver signed by LESSOR.

r. IRS Form W-9/CA FTB Form 590. LESSOR shall tender to LESSEE an IRS Form W-9 and CA FTB Form 590 upon commencement of this AGREEMENT, and upon any change to LESSOR's federal taxpayer ID, and upon any transfer of LESSOR's rights in the PROPERTY.

*****SIGNATURES ON NEXT PAGE*****

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth below and acknowledge that this AGREEMENT is effective as of the EFFECTIVE DATE.

LESSOR:

City of Antioch,
a California municipal corporation

By: _____
Title: _____

Signature: _____
Date: _____

Approved as to Form:

By: Michael Vigilia
Title: City Attorney, City of Antioch

Signature: _____
Date: _____

Attest:

By: _____
City Clerk


Signature: _____
Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____ Michael Guilford
Director
Title: Construction & Engineering

Signature: 
Date: 6/23/17

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

LESSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

LESSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On June 23, 2017 before me, KAMARTIC-KONGEAL Notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kamartir Kongeal (Seal)



Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

EXHIBIT A

DESCRIPTION OF PROPERTY

LESSOR'S PROPERTY of which PREMISES are a part is described as follows:

SITUATED IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA:

PARCEL D AS SHOWN ON THE PLAT OF SUBDIVISION 6818 DEERFIELD UNIT 3, RECORDED 10/29/1987, AS PLAT BOOK 317, PAGE 44 OF CONTRA COSTA COUNTY RECORDS.

Assessor's Parcel Number: 053-030-028

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

EXHIBIT B

DESCRIPTION OF PREMISES

The PREMISES consist of those specific areas described/shown below or where LESSEE'S COMMUNICATION FACILITY occupy the PROPERTY.

[Plan Set Dated September 13, 2016, Prepared by Breen Engineering Inc.,
Stamped "As-Built Redline" by Brett G. Johnson of Addison Inc. on November 21, 2016, and
Consisting of Eleven (11) Pages, Appears on Following Pages]



As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016

at&t

SITE NUMBER: CCL04448
SITE NAME: EAST ANTIOCH

FA NUMBER: 10087739
 PACE NUMBER: MRSFR030376
 PTN NUMBER: 3701A06H9V

PROJECT: LTE 4C AWS CARRIER PROJECT
SITE TYPE: POLE (OUTDOOR)
SITE ADDRESS: 4506 VIA DORA DRIVE
ANTIOCH, CA 94531



UNDERGROUND
 SERVICE ALERT OF
 SOUTHERN CALIFORNIA
 800-227-2600
 48 HOURS BEFORE YOU DIG

SITE INFORMATION

PROPERTY OWNER: CITY OF ANTIOCH
 P.O. BOX 5007
 ANTIOCH, CA 94531

APPLICANT ADDRESS: AT&T MOBILITY
 5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583

APPLICANT REPRESENTATIVE: VINCULUMS SERVICES
 575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598

LATITUDE (NAD 83): 37° 58' 28.8" N (37.974672)

LONGITUDE (NAD 83): 121° 45' 12.8" W (-121.770227)

GROUND ELEVATION: +298'-0" AMSL

OCCUPANCY: P-20

CONSTRUCTION TYPE: 4-B

APN #: 055-035-026

ZONING JURISDICTION: CITY OF ANTIOCH

CURRENT ZONING: -

PROPOSED USE: UNASSIGNED TELECOM FACILITY

PROJECT TEAM

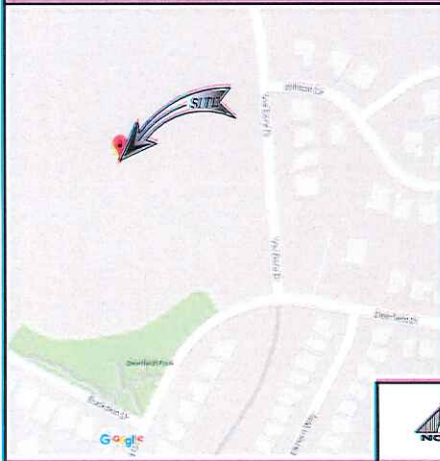
APPLICANTS REPRESENTATIVE:
 VINCULUMS SERVICES
 575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598
 CONTACT: JEREMY KENNISH
 PHONE: (510) 365-3213
 EMAIL: JKENNISH@VINCULUMS.COM

ENGINEER:
 BREEN ENGINEERING INC.
 8881 BEACH BLVD, #125
 BUENA PARK, CA 90621
 CONTACT: LUIS CARDONA
 PHONE: (857) 530-2111
 EMAIL: LCARDONA@BREENENG.COM

APPLICANT:
 AT&T
 5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583

LOCATION MAPS

VICINITY MAP



LOCAL MAP



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:
 GET ON I-680 N FROM BULLINGER CANYON RD. HEAD NORTHWEST ON BISHOP DR TOWARD SUNSET DR. TURN RIGHT ONTO SUNSET DR. USE THE RIGHT 2 LANES TO TURN RIGHT ONTO BULLINGER CANYON RD. USE THE RIGHT 2 LANES TO MERGE ONTO I-680 N VIA THE RAMP TO SOUTHWEST. CONTINUE ON I-680 N TAKE ON-RAMP E TO HOLLOREST AVE IN ANTIOCH. TAKE EXIT 39 FROM ON-RAMP E. MERGE ONTO I-680 N. KEEP LEFT TO STAY ON I-680 N. KEEP RIGHT AT THE FORK TO CONTINUE ON CA-242 N. FOLLOW SIGNS FOR CONCORD/PITTSBURG/SITE ROUTE 242. USE THE LEFT 2 LANES TO MERGE ONTO CA-4 E TOWARD STOCKTON/PITTSBURG. TAKE EXIT 29 FOR HOLLOREST AVE. FOLLOW HOLLOREST AVE TO VIA DORA DR. USE THE RIGHT 2 LANES TO TURN RIGHT ONTO HOLLOREST AVE. USE THE LEFT 2 LANES TO TURN LEFT TO STAY ON HOLLOREST AVE. TURN RIGHT ONTO VIA DORA DR.

DO NOT SCALE DRAWINGS

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING IF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE.

PROJECT DESCRIPTION

AT&T MOBILITY PROPOSES TO UPGRADE AN EXISTING APPROVED WIRELESS FACILITY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- REMOVE 3 (3) 4' LAMEX HEX POST ANTENNAS (1 PER SECTOR).
- INSTALL 3 (3) 4' 12-POLE ANTENNAS (1 PER SECTOR).
- INSTALL 3 (3) LTE 4C AWS RRUS-32 BBS (1 PER SECTOR).
- INSTALL 1 (1) DUS-41 WITHIN (IN) RFS BDD1 V2 CHASSIS.
- INSTALL (N) POWER AND FIBER JUMPS.

DRAWING INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
GN-1	GENERAL NOTES
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN AND EQUIPMENT LAYOUT PLAN
A-3	ANTENNA LAYOUT PLAN
A-4	ELEVATIONS
A-5	ELEVATIONS
A-6	EQUIPMENT DETAILS
A-7	EMC REPORT
E-1	GROUNDING PLAN AND NOTES
E-2	GROUNDING DETAILS

CODE COMPLIANCE

- | | |
|------------------------------------|---|
| 1. 2013 CALIFORNIA BUILDING CODE | 6. 2010 CALIFORNIA ENERGY CODE |
| 2. 2013 CALIFORNIA ELECTRICAL CODE | 7. COUNTY COASTAL ZONE LAND USE ORDINANCE-TITLE 23 |
| 3. 2013 CALIFORNIA FIRE CODE | 8. COUNTY FIRE CODE ORDINANCE - TITLE 16 |
| 4. 2013 CALIFORNIA MECHANICAL CODE | 9. COUNTY LAND USE ORDINANCE - TITLE 22 |
| 5. 2013 CALIFORNIA PLUMBING CODE | 10. COUNTY BUILDING AND CONSTRUCTION ORDINANCE - TITLE 18 |

ALL WORKS AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CCL04448
 EAST ANTIOCH
 4506 VIA DORA DRIVE
 ANTIOCH, CA 94531
 POLE (OUTDOOR)

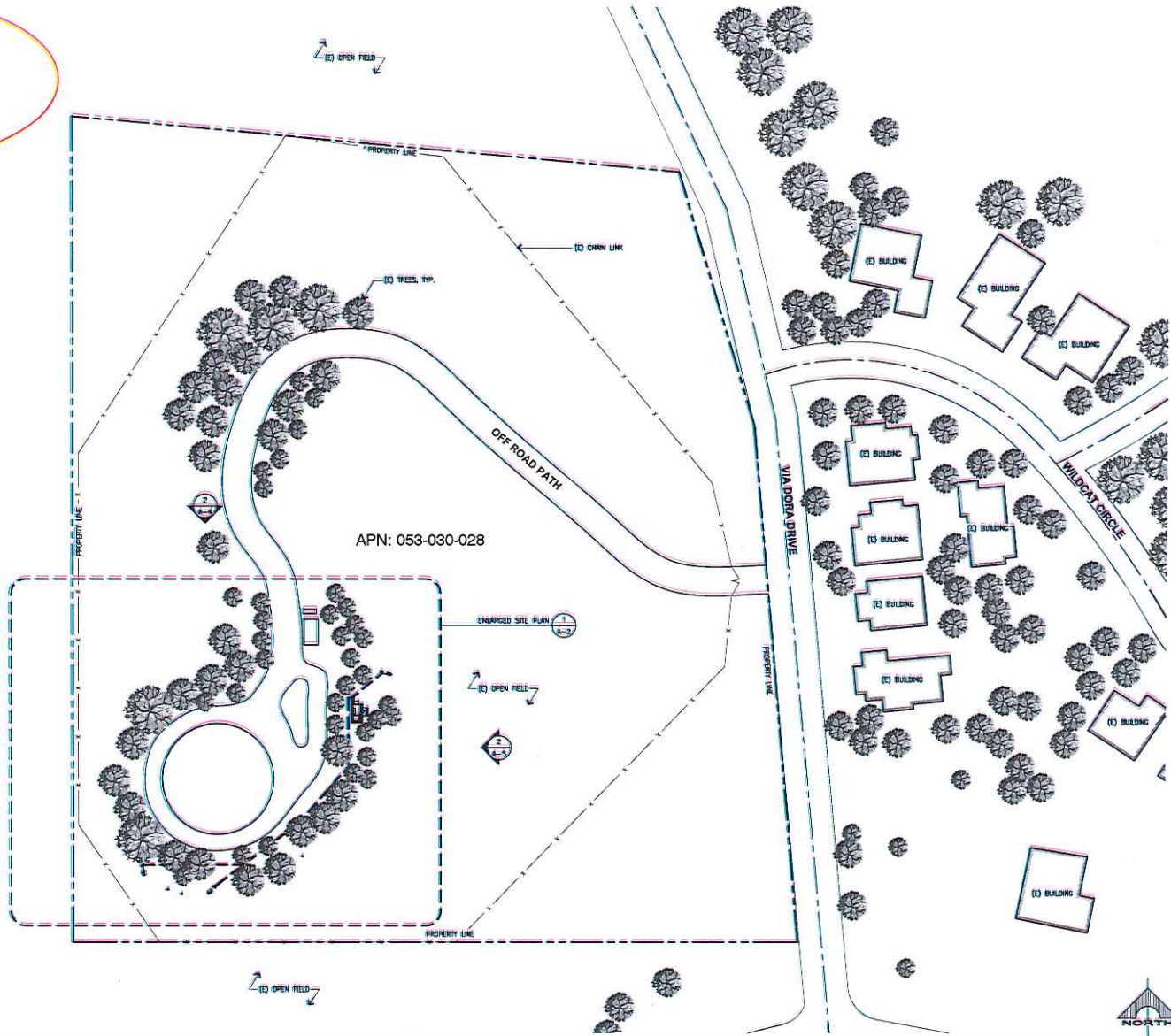
SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016



NOTE:
 THESE DRAWINGS HAVE BEEN CREATED BY INFORMATION
 GATHERED AT THE SITE. (E) AD-BUILDS PROVIDED BY
 KRYT AND WITHOUT A SURVEY. PLEASE VERIFY ALL
 DIMENSIONS, LENGTHS, PROPERTY LINES AND CONDUIT
 PLACING.

SITE PLAN

SCALE: 1"=30'-0"
 15' 30' 60' 1

5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583

575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598

1051 BEACH BLVD. #105
 BUENA PARK, CALIFORNIA 90821
 TEL: (805) 528-2111
 www.BREENENGINE.com

REV	DATE	DESCRIPTION
3	08/13/16	REVISED PTH ENC REPORT
2	07/11/16	REVISED CON
1	06/08/16	WORK CONSTRUCTION DIMENSIONS
0	05/16/16	WORK CONSTRUCTION DIMENSIONS

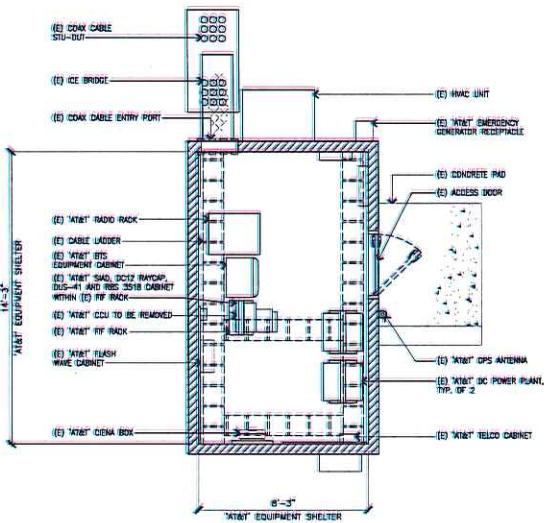
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 OF A LICENSED PROFESSIONAL ENGINEER
 TO ALTER THIS DOCUMENT.

CCL04448
 EAST ANTIOCH
 4506 VIA DORA DRIVE
 ANTIOCH, CA 94531
 POLE (OUTDOOR)

SHEET TITLE
 SITE PLAN

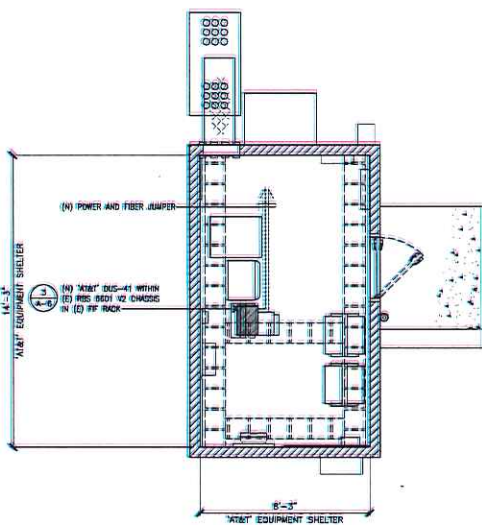
SHEET NUMBER
 A-1





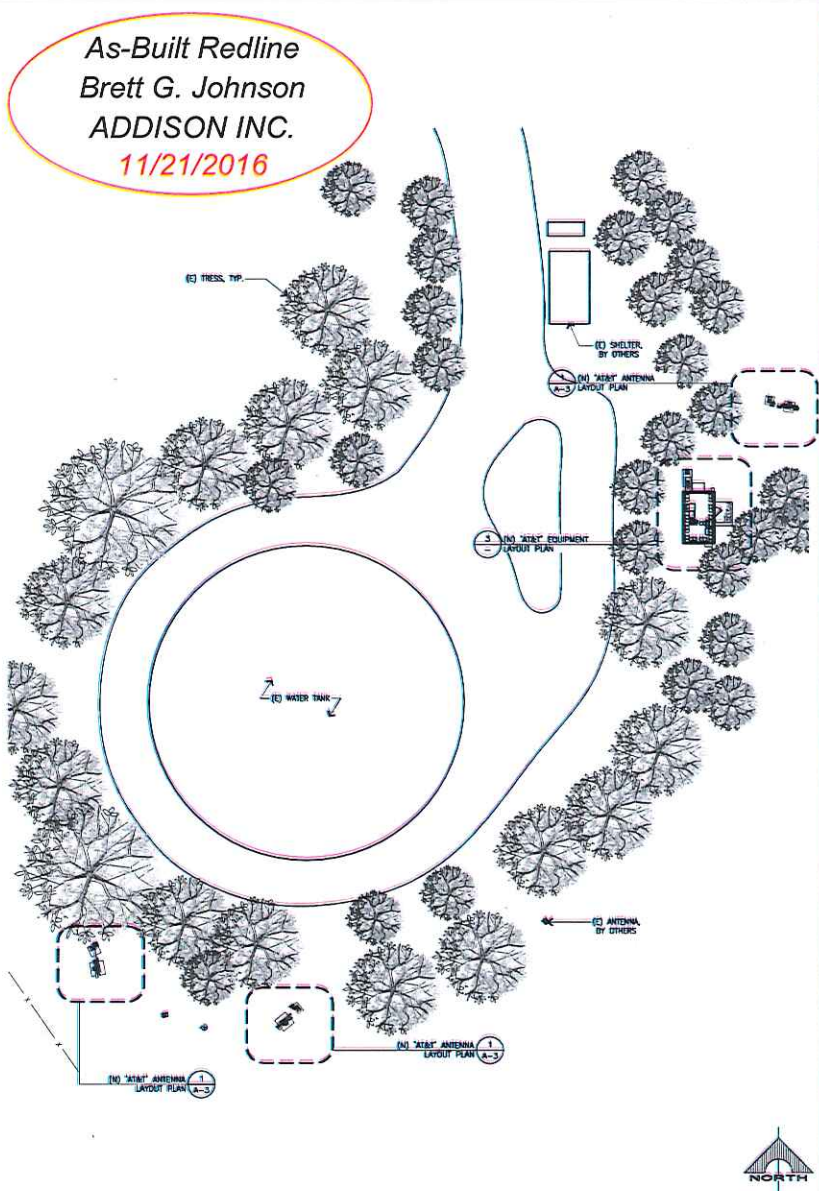
(E) EQUIPMENT LAYOUT PLAN

SCALE: 3/8"=1'-0" 2



(N) EQUIPMENT LAYOUT PLAN

SCALE: 3/8"=1'-0" 3



As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016

ENLARGED SITE PLAN

SCALE: 3/32"=1'-0" 1

5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583

575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598

4281 BEACH BLVD., #125
 BUENA PARK, CALIFORNIA 90821
 TEL: (800) 526-8119
 WWW.BREENENG.COM

REV	DATE	DESCRIPTION
3	08/13/16	REVISED PER ENG REPORT
2	07/11/16	REVISED CDA
1	08/09/16	100% CONSTRUCTION DRAWINGS
0	05/18/16	80% CONSTRUCTION DRAWINGS

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CCLD4448
 EAST ANTIPOCH
 4506 VIA DORA DRIVE
 ANTIPOCH, CA 94531
 POLE (OUTDOOR)

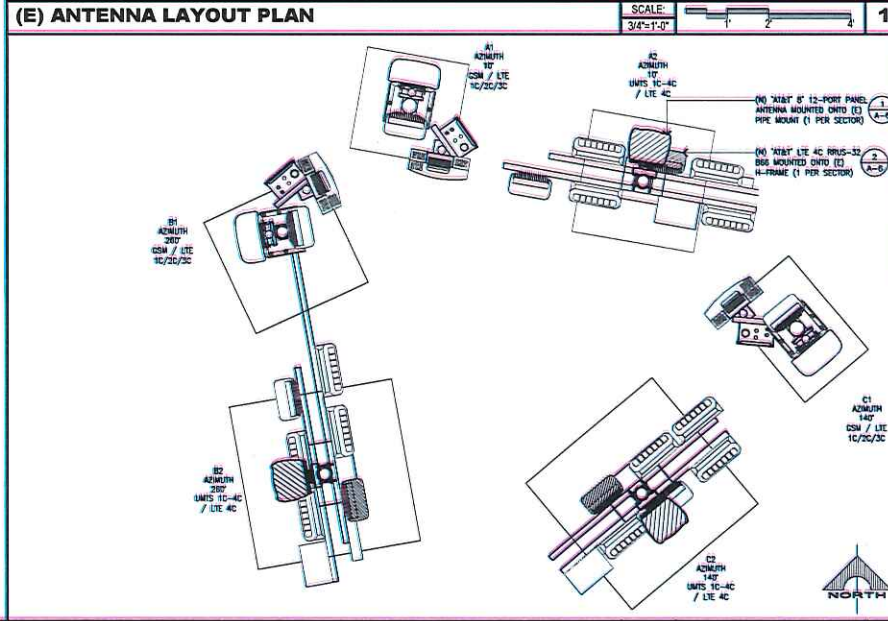
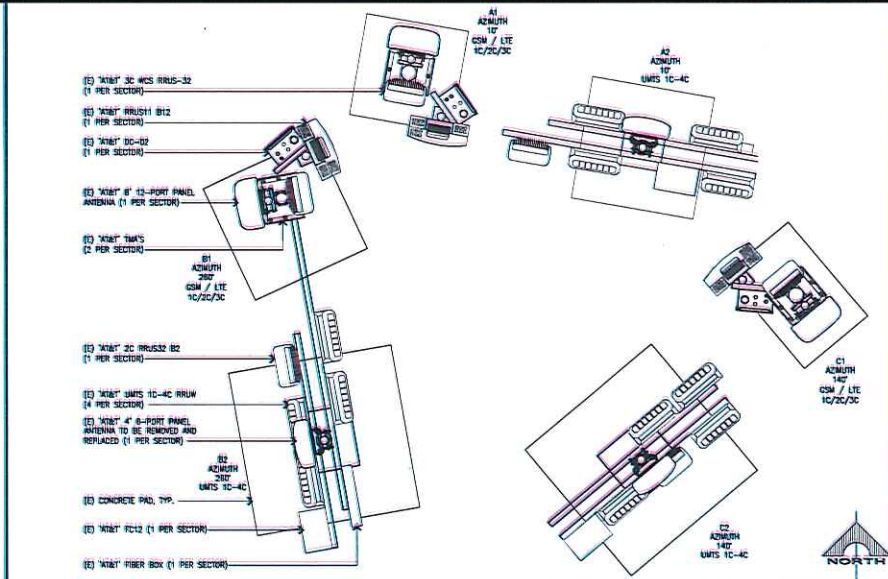
SHEET TITLE
**ENLARGED SITE PLAN
 AND EQUIPMENT LAYOUT PLAN**

SHEET NUMBER
A-2

As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016

OPTIMUM ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT RFDS)									
SECTOR	TECHNOLOGY		ANTENNA MODEL		ANTENNA AZIMUTH		RAD CENTER		TRANSMISSION CABLE
	EXIST	PROP	EXISTING	PROPOSED	EXIST	PROP	LENGTH	PART NUMBER	
ALPHA SECTOR	A1	DSM / LTE 10/25/3C		QUINTEL Q585912-2	10°	16°-3°	±80'		CDAX
	A2	UMTS 10-4C LTE 4C	ANS TEBXLH8-RB55A-R5M	COMSCOPE Q585912-2	10°	10°-0°	16°-3°	±80'	CDAX
	A3								
	A4								
BETA SECTOR	B1	DSM / LTE 10/25/3C		QUINTEL Q585912-2	260°	17°-0°	±80'		CDAX
	B2	UMTS 10-4C LTE 4C	ANS TEBXLH8-RB55A-R5M	COMSCOPE Q585912-2	260°	280°	10°-0°	17°-0°	CDAX
	B3								
	B4								
GAMMA SECTOR	C1	DSM / LTE 10/25/3C		QUINTEL Q585912-2	140°	18°-0°	±80'		CDAX
	C2	UMTS 10-4C LTE 4C	ANS TEBXLH8-RB55A-R5M	COMSCOPE Q585912-2	140°	140°	10°-0°	18°-0°	CDAX
	C3								
	C4								
DELTA SECTOR	D1								
	D2								
	D3								
	D4								

REMOTE RADIO UNITS (RRU'S)										
SECTOR	RRU TYPE	(E)	(N)	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES			DC CABLE		
					ABOVE	BELOW	SIDES	QTY	LENGTH	#WG
ALPHA SECTOR	A1	RRUS-11 (700 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	A1	RRUS-32 B2 (1800 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	A1	RRUS-32 WCS (2100 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	A2	RRUS-32 B86 4C ANS (2100 MHz)	1	±5'	16"	8"	8"	1	±110'	8
BETA SECTOR	B1	RRUS-01 (UMTS 10-4C)	4	±5'	16"	8"	8"	1	±110'	8
	B1	RRUS-11 (700 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	B1	RRUS-32 B2 (1800 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	B1	RRUS-32 WCS (2100 MHz)	1	±5'	16"	8"	8"	1	±110'	8
GAMMA SECTOR	B2	RRUS-32 B86 4C ANS (2100 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	B2	RRUS-01 (UMTS 10-4C)	4	±5'	16"	8"	8"	1	±110'	8
	C1	RRUS-11 (700 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	C1	RRUS-32 B2 (1800 MHz)	1	±5'	16"	8"	8"	1	±110'	8
DELTA SECTOR	C1	RRUS-32 WCS (2100 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	C2	RRUS-32 B86 4C ANS (2100 MHz)	1	±5'	16"	8"	8"	1	±110'	8
	C2	RRUS-01 (UMTS 10-4C)	4	±5'	16"	8"	8"	1	±110'	8
	C2	RRUS-11 (700 MHz)	1	±5'	16"	8"	8"	1	±110'	8



ANTENNA AND RRU SPECS

3 (N) ANTENNA LAYOUT PLAN

SCALE: 3/4"=1'-0"

2

5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583

575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598

4291 BEACH BLVD. #125
 BUENA PARK, CALIFORNIA 92617
 TEL: 1 800 556-2111
 www.BREENENG.COM

REV	DATE	DESCRIPTION
3	09/15/16	REVISED FOR THE REPORT
2	07/17/16	REVISED CEN
1	06/09/16	100% CONSTRUCTION DRAWINGS
0	05/18/16	80% CONSTRUCTION DRAWINGS

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CCL04448
 EAST ANTIPOH
 4506 VIA DORA DRIVE
 ANTIPOH, CA 94531
 POLE (OUTDOOR)

SHEET TITLE
 ANTENNA LAYOUT PLAN

SHEET NUMBER
 A-3

As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016



5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583



575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598



6281 BEACH BLVD, #125
 BUENA PARK, CALIFORNIA 90601
 TEL: (855) 328-1111
 www.BREENENG.com

REV	DATE	DESCRIPTION
3	08/13/16	REVISED PER ENE REPORT
2	07/11/16	REVISED CDS
1	06/09/16	ISSUE CONSTRUCTION DRAWINGS
0	05/18/16	ISSUE CONSTRUCTION DRAWINGS

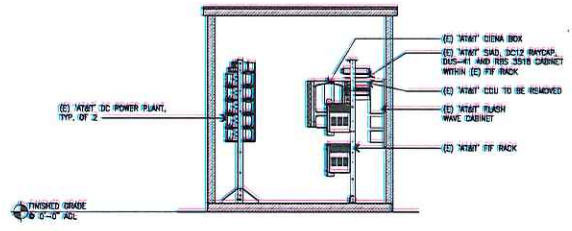


IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS SUCH AGENCY UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CCL04448
 EAST ANTIPOCH
 4506 VIA DORA DRIVE
 ANTIPOCH, CA 94531
 POLE (OUTDOOR)

SHEET TITLE
 ELEVATIONS

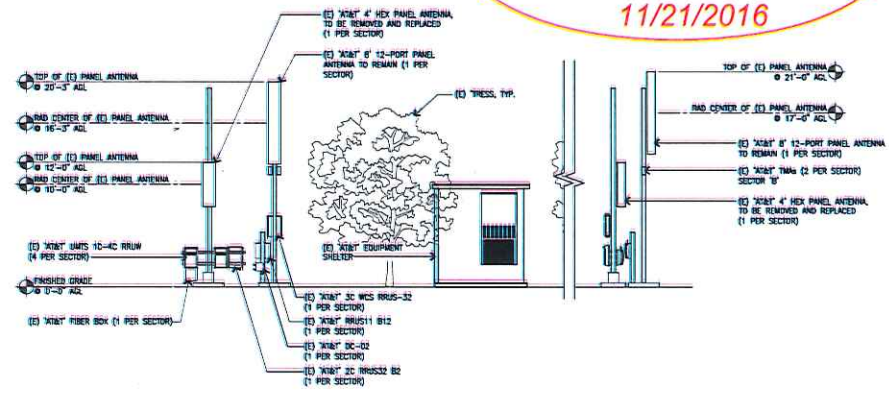
SHEET NUMBER
 A-4



(E) NORTH ELEVATION DETAIL

SCALE: 3/8"=1'-0"
 0 2 4 6

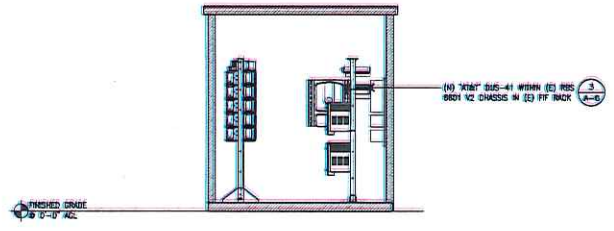
3



(E) NORTH ELEVATION

SCALE: 3/32"=1'-0"
 0 4 8 20'

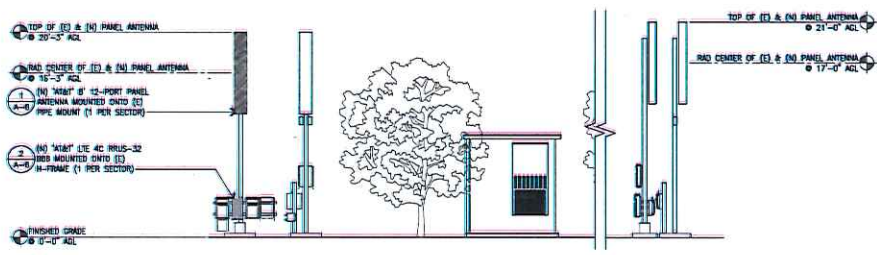
1



(N) NORTH ELEVATION DETAIL

SCALE: 3/8"=1'-0"
 0 2 4 6

4



(N) NORTH ELEVATION

SCALE: 3/32"=1'-0"
 0 4 8 20'

2

As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016



REV	DATE	DESCRIPTION
3	06/15/16	REVISED FOR RFI REPORT
2	07/11/16	REVISED CD
1	06/08/16	100% CONSTRUCTION DRAWINGS
0	05/18/16	50% CONSTRUCTION DRAWINGS

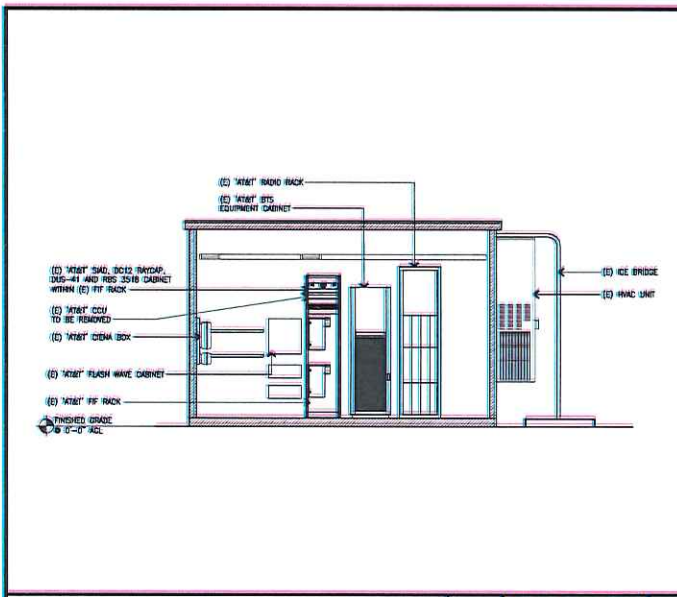


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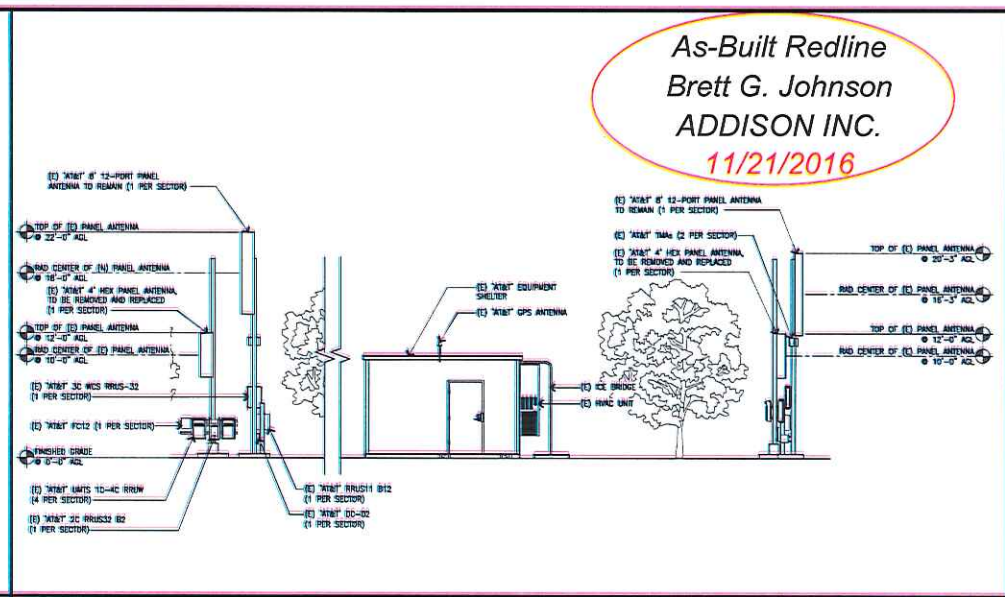
CCL04448
 EAST ANTIOCH
 4506 VIA DORA DRIVE
 ANTIOCH, CA 94531
 POLE (OUTDOOR)

SHEET TITLE
 ELEVATIONS

SHEET NUMBER
 A-5



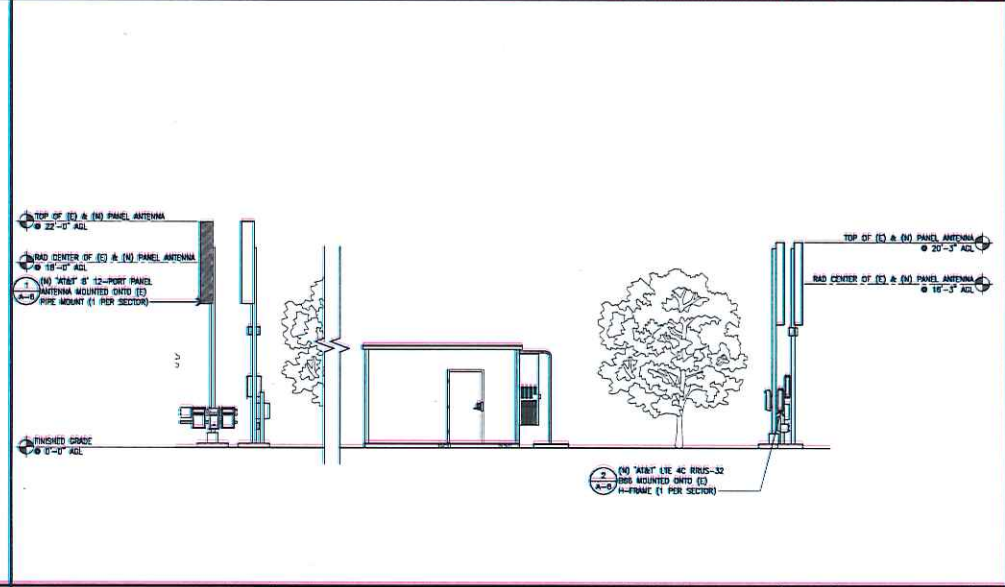
(E) EAST ELEVATION DETAIL SCALE: 3/8"=1'-0" 3



(E) EAST ELEVATION SCALE: 3/32"=1'-0" 1

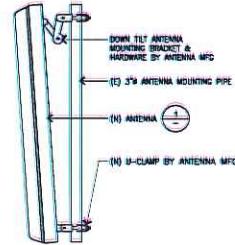


(N) EAST ELEVATION DETAIL SCALE: 3/8"=1'-0" 4

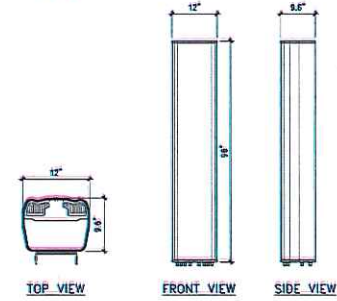


(N) EAST ELEVATION SCALE: 3/32"=1'-0" 2

As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016



MANUFACTURER: QUNTEL
 MODEL NO: QSR512-2
 DIMENSIONS: 12.0" x 18.0" x 9.5"
 WEIGHT: 127.5 lbs.



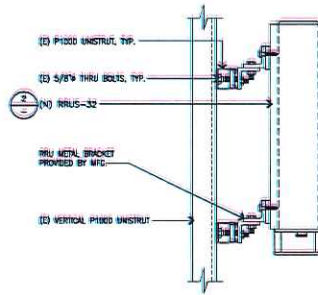
NOT USED

10 NOT USED

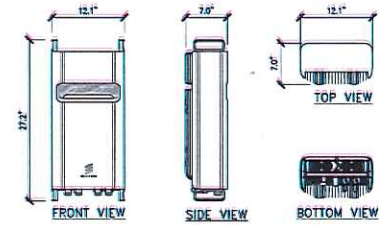
7 ANTENNA MOUNT

4 8' 12-PORT ANTENNA SPECS

1



MANUFACTURER: ERICSSON
 MODEL: RRU32 395
 DIMENSIONS: 12.1" x 7.0" x 12.1"
 WEIGHT (w/o MOUNTING HARDWARE): 24 kg/53 lbs



NOT USED

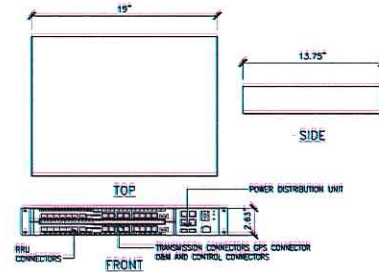
11 NOT USED

8 RRU MOUNTING

5 RRU32 SPECIFICATIONS

2

DIMENSIONS, WxDxH: 482x350x85mm (19"x13.75"x2.63")
 NOMINAL OPERATING VOLTAGE: 48 VDC
 TOTAL WEIGHT: ± 19.8 lbs



NOT USED

12 NOT USED

9 NOT USED

6 RBS6601 W/ DUS-41

3



REV	DATE	DESCRIPTION
3	08/15/18	REVISED FOR EMC REPORT
2	07/21/18	REVISED COB
1	06/29/18	ISSUE CONSTRUCTION DRAWINGS
0	05/18/18	ISSUE CONSTRUCTION DRAWINGS



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CCL04448
 EAST ANTIOCH
 4506 VIA DORA DRIVE
 ANTIOCH, CA 94531
 POLE (OUTDOOR)

SHEET TITLE

DETAILS

SHEET NUMBER

A-6

RECOMMENDATIONS

• Access Point

No signage or barrier action required

• AT&T Sector A

To be installed: a 3' X 3' wide physical barrier with Notice #2 sign on all approaching sides of physical barrier in front of antenna A1

Raising antennas to have a bottom tip height of 14' would mitigate barriers

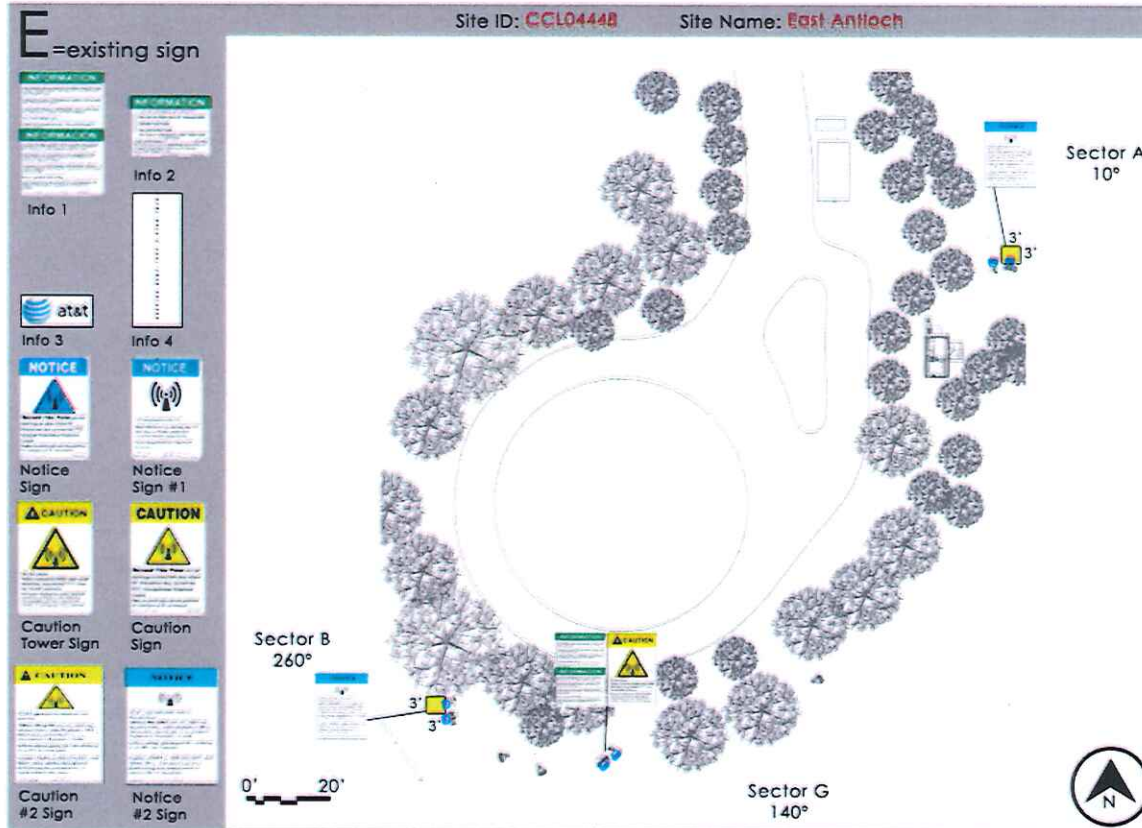
• AT&T Sector B

To be installed: a 3' X 3' wide physical barrier with Notice #2 sign on all approaching sides of physical barrier in front of antenna B1

Raising antennas to have a bottom tip height of 14' would mitigate barriers

• AT&T Sector G

Information 1 Sign @ base of monopole (to be posted)
Tower Caution Sign @ base of monopole (to be posted)



If work is being performed in the vicinity of the transmitting antennas, site shut-down procedures must be followed. See page entitled AT&T Antenna Shut-down protocol for further information.

As-Built Redline
Brett G. Johnson
ADDISON INC.
11/21/2016



REV	DATE	DESCRIPTION
3	08/15/18	REVISED PER EME REPORT
2	07/11/18	REVISED CDN
1	06/08/18	ISSUE CONSTRUCTION DRAWINGS
0	05/16/18	ISSUE CONSTRUCTION DRAWINGS



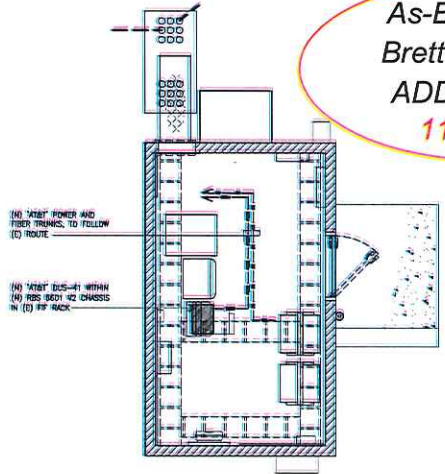
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CCL04448
EAST ANTIOCH
4506 VIA DORA DRIVE
ANTIOCH, CA 94531
POLE (OUTDOOR)

SHEET TITLE
EME REPORT

SHEET NUMBER
A-7

As-Built Redline
Brett G. Johnson
ADDISON INC.
11/21/2016



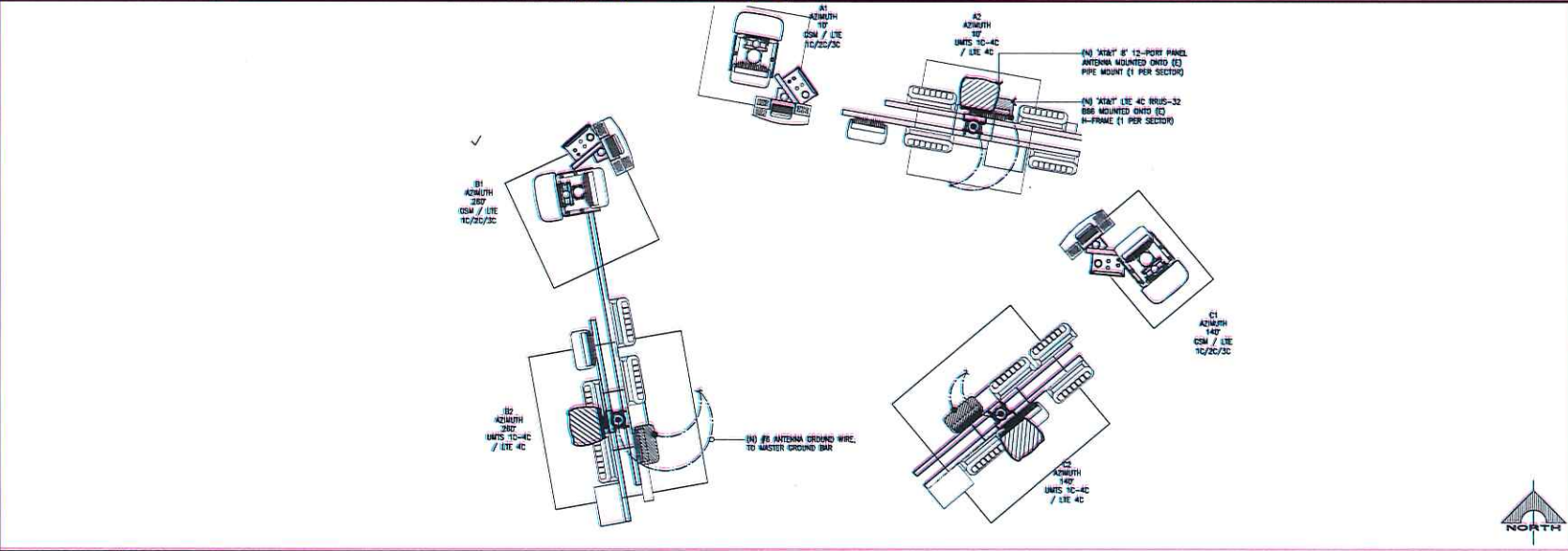
(N) 'AT&T' POWER AND FIBER TRUNKS TO FOLLOW (E) ROUTE
 (N) 'AT&T' DLS-41 WITHIN (N) RBS (R01) '42 CHASSIS (N) (E) '44 RACK

NOTES

1. CONDUIT ROUTING AND GROUNDING ARE DIAGRAMMATICALLY SHOWN ON THE PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING SHALL BE FIELD VERIFIED. FOR GROUNDING DETAILS SEE SHEET E-2.
2. ALL ELECTRICAL EQUIPMENT AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED LAMCDO NAMEPLATES, INDICATING THE CIRCUITS ORIENTATION AND ALL EQUIPMENT TERMINATIONS.
3. CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND NET CONTROL CABLES. CABLE STRAIN-RELIEFS, CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
4. SUBCONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS, AND CIRCUIT CONDUCTORS, AS REQUIRED FOR A COMPLETED SYSTEM AND SHALL BE IN COMPLIANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
5. CONTRACTOR SHALL RESTORE ANY TRENCHED AREAS TO ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ORIGINAL CROSS SECTION.
6. ALL UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC, EXCEPT THAT ELBOWS AND INSERTS SHALL BE RMC. ALL UNDERGROUND ELBOWS SHALL BE SLEEPING BENDS (2" MINIMUM REQUIRED).
7. THE SUBCONTRACTOR SHALL SUPPLY AT&T WITH RESULTS FROM PRE-CONSTRUCTION AND POST-CONSTRUCTION OHM TESTING (GROUNDING) RESULTS.
8. THE SUBCONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A "FALL OF POTENTIAL" TEST ON THE PROPOSED SUPPLEMENTAL GROUNDING FIELD PRIOR TO FINAL CONNECTION OF THE GROUNDING SYSTEM TO EQUIPMENT. THE TEST SHALL BE PERFORMED BY A QUALIFIED AND CERTIFIED TESTING AGENCY. PROVIDE INDEPENDENT TEST RESULTS TO THE PROJECT MANAGER FOR REVIEW. THE GROUNDING SYSTEM RESISTANCE TO EARTH GROUNDING SHALL NOT EXCEED FIVE (5) OHMS. IF THE GROUNDING TEST EXCEEDS THE MAXIMUM OF (5) OHMS, THE SUBCONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADDITIONAL GROUNDING RODS AND CONNECTIONS AS REQUIRED TO MEET THE (5) OHM MAXIMUM.
9. THE INSPECTOR HAVING JURISDICTION SHALL INSPECT ALL GROUNDING CONNECTIONS FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BEFORE BEING PERMANENTLY CONCEALED.
10. SUBCONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE PERFORMED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

(N) EQUIPMENT ELECTRICAL PLAN

SCALE: 1/4"=1'-0" 2



(N) ANTENNA GROUNDING PLAN

SCALE: 1/2"=1'-0" 1

5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583

575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

6281 BEACH BLVD. #103
BUENA PARK, CALIFORNIA 90621
TEL: (657) 526-2111
WWW.BREENENG.COM

REV	DATE	DESCRIPTION
3	08/13/16	REVISED PER EIR REPORT
2	07/11/16	REVISED CD
1	06/29/16	ISSUE CONSTRUCTION DRAWINGS
0	05/18/16	ISSUE CONSTRUCTION DRAWINGS



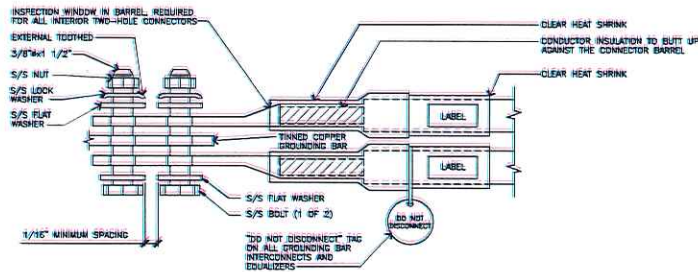
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CCL04448
EAST ANTIOCH
4506 VIA DORA DRIVE
ANTIOCH, CA 94531
POLE (OUTDOOR)

SHEET TITLE
ELECTRICAL & GROUNDING LAYOUT

SHEET NUMBER
E-1

As-Built Redline
 Brett G. Johnson
 ADDISON INC.
 11/21/2016



EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "P" - SURGE PROTECTORS

- CABLE ENTRY PORTS (HATCH PLATES) (2 AWG)
- GENERATOR FRAMEWORK (F AVAILABLE) (2 AWG)
- TELCO GROUND BAR (2 AWG)
- COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (2 AWG)
- +24V POWER SUPPLY RETURN BAR (2 AWG)
- 48V POWER SUPPLY RETURN BAR (2 AWG)
- RECTIFIER FRAMES
- CDAX SUPPRESSION

SECTION "A" - SURGE ABSORBERS

- INTERIOR GROUND RING (2 AWG)
- EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (2 AWG)
- METALLIC COLD WATER PIPE (IF AVAILABLE) (2 AWG)
- BUILDING STEEL (IF AVAILABLE) (2 AWG)

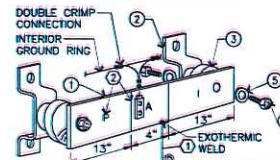
SECTION "I" - ISOLATED GROUND ZONE

- ALL COMMUNICATIONS EQUIPMENT FRAMES
- ISOLATED GROUND BAR - IGB (2 AWG)

DETAIL NOTES:

1. EXOTHERMICALLY WELD 2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "I") WITH 1" HIGH LETTERS.

NO.	REQ.	PART NO.	DESCRIPTION
1	1	1/4"x4"x30"	SOLID GND. BAR
2	2	A-6056	WALL MTC. BRKT.
3	2	3061-4	INSULATORS
4	4	3012-1	5/8"-11x1" H.H.C.S.
5	4	3015-B	5/8" LOCKWASHER



NOT USED

8

INTERIOR TWO HOLE LUG

3

NOT USED

9

NOT USED

6

NOT USED

4

GROUND BAR

1

NOT USED

10

NOT USED

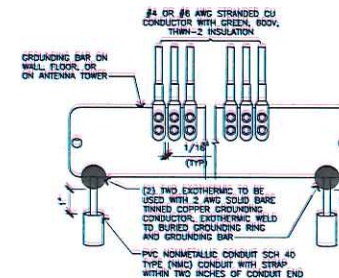
7

NOT USED

5

INSTR. OF GRND. CONDUCTOR TO GRND. BAR

2



5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583



575 LENNON LANE, SUITE 125
 WALNUT CREEK, CA 94598



4291 BEACH BLVD. #125
 BUENA PARK, CALIFORNIA 90621
 TEL: (657) 526-2111
 www.BREENENG.com

REV	DATE	DESCRIPTION
3	06/13/16	REVISED PER EME REPORT
2	07/11/16	REVISED CD
1	06/09/16	100% CONSTRUCTION DRAWINGS
0	05/18/16	80% CONSTRUCTION DRAWINGS



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CCL04448
 EAST ANTOCH
 4506 VIA DORA DRIVE
 ANTOCH, CA 94531
 POLE (OUTDOOR)

SHEET TITLE
 GROUNDING DETAILS

SHEET NUMBER

E-2

Market: Northern California
Cell Site No.: CCL04448
Search Ring Name: East Antioch
Cell Site Name: East Antioch (CA)
Fixed Asset No.: 10087739
Site Address: 4506 Via Dora Drive, Antioch, CA 94531

EXHIBIT C

TRUE & CORRECT COPIES OF LESSEE'S GOVERNMENT APPROVALS

[Appears on Following Page(s)]

BUILDING PERMIT
 Inspection (925) 779-7066



CITY HALL THIRD & H STREETS
 P.O. Box 5007 ANTIOCH CA 94531-5007
 Office (925) 779-7065

Job Address **4506 VIA DORA DR**
 Assessor's Parcel # 053030028
 Tract # Lot #
 Property Owner(s) ANTIOCH, CITY OF
 Mailing Address PO BOX 5007
 ANTIOCH, CA 94531
 Contractor VINCULUMS SERVICES INC
 Mailing Address 10 PASTEUR DR
 IRVINE, CA 92618
 License # 924523
 Project Description
CELL SITE MODIFICATION

Business License YES NO
PERMIT #: B1609-0140

Setbacks: Front Rear Left Right

LICENSED CONTRACTOR DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Lic. Class B Lic. Number 924523
 Date 9/20/2016 Contractor _____

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the following reason (Section 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Section 7704, Business and Professions Code. The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself through his or her own employees, provided that such improvements are not intended or offered for sale. If however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Section 7044, Business and Professions Code: the Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with contractor(s) licensed pursuant to the Contractors' State License Law.).

I am exempt under Sec. _____ B.&P.C. for this reason:

Date 9/20/2016 Owner _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance as required by Section 3700 of the Labor Code for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
 Policy No: DTJUB4A029655
 Company: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
 (This section need not be completed if the permit value is for one hundred dollars (\$100) or less.)

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with these provisions.

Date 9/20/2016 Applicant _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (100,000) IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

VALUATION	
Living Sq. Ft.	0
Garage Sq. Ft.	0
Porch Sq. Ft.	0
Total Value:	\$15,000.00

FEES		
170b	aa-Building Permit	\$328.56
163	ac-CBSC SB1473	\$1.00
720c	ac-SMIP Commercial	\$4.20
1701	ac-Technology Fee	\$6.57
1702	ad-Accessibility Fee (non res)	\$6.57
1703	ad-Energy Inspection Fee	\$6.57

Total Fees	\$353.47
Balance Due	\$353.47

INSPECTIONS			
Foundation	_____	Plumbing	_____
Under floor	_____	Mechanical	_____
Insulation	<u> UF </u> <u> W </u>	Electrical	_____
Frame	_____	Other	_____
Shear	_____	FINAL	_____

I certify that I have read this application and state that the information given is true and correct. I agree to comply with all local ordinances and state laws relating to building construction and I make this statement under penalty of law. I hereby authorize representative of this City/County to enter upon the above-mentioned property for inspection purposes. This permit will expire by limitation if work is not started in 180 days or if work is abandoned for more than 180 days. Do not conceal or cover any construction until the work is inspected and the inspection is recorded on the permit.

SIGNED _____ **DATE** 9/20/2016 **BUILDING OFFICIAL** _____

APPLICANT **DATE** **BUILDING OFFICIAL**


White - Office Pink - Assessor Yellow - Job Green - Finance




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tammany Brooks, Chief of Police 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Authorize Response to Grand Jury Report "Animal Shelter Services in Antioch and Contra Costa County"
(Report 1708)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving and authorizing the Mayor to sign the attached response to the Grand Jury report: "Animal Shelter Services in Antioch and Contra Costa County."

STRATEGIC PURPOSE

Staff's efforts regarding this issue are prioritized in the City's Strategic Plan as follows:

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

FISCAL IMPACT

Responding to the Grand Jury reports took staff time. Fiscal impacts of implementing recommendations in the report are not yet identified.

DISCUSSION

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code § 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body" (Cal. Penal Code § 933(c)).

In June, the City of Antioch and the County Board of Supervisors received the attached Grand Jury report: "Animal Shelter Services in Antioch and Contra Costa

County" (Attachment B). This report was not just addressed to Antioch, but Contra Costa County as well.

Accordingly, the attached draft response (Exhibit 1) is presented for the City Council's consideration to transmit to the presiding judge.

OPTIONS

No options are presented as state law requires the City Council to respond to the Grand Jury reports. The City Council may propose alternative language to those responses.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Antioch's Response to Grand Jury Report: "Animal Shelter Services in Antioch and Contra Costa County"

B. Grand Jury Report: "Animal Shelter Services in Antioch and Contra Costa County"

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE MAYOR TO FORWARD A RESPONSE TO GRAND JURY
REPORT NO. 1708 - "ANIMAL SHELTER SERVICES IN ANTIOCH AND CONTRA
COSTA COUNTY"**

WHEREAS, the City received Grand Jury Report No. 1708, "Animal Shelter Services in Antioch and Contra Costa County" dated June 20, 2017; and,

WHEREAS, a written response to the Grand Jury Report is required under California Penal Code; and,

WHEREAS, a written response to the Grand Jury Report has been drafted and reviewed by the City Council.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch hereby authorizes the Mayor to sign the written response to Grand Jury Report No. 1708 - "Animal Shelter Services in Antioch and Contra Costa County" which is attached to this Resolution as "Exhibit 1".

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

August 22, 2017

The Honorable John Laettner
Presiding Judge of the Contra Costa Superior Court
A.F. Bray Court House, Department 25
1020 Ward Street
Martinez, CA 94553

Re: **Contra Costa County Grand Jury Report: "Animal Shelter Services in Antioch and Contra Costa County" (Report 1708)**

Dear Judge Laettner:

On behalf of the Antioch City Council, this letter responds to Contra Costa County Grand Jury Report: "Animal Shelter Services in Antioch and Contra Costa County." The City Council authorized this response at its meeting on August 22, 2017. Pursuant to California Penal Code § 933.05, the City will respond to the applicable findings and recommendations.

Findings:

Finding # 1: "The Shelter has made improvements based on ARF recommendations."

The City agrees with this finding.

Finding # 2: "The Shelter requires additional funds to implement the changes recommended by ARF."

The City agrees with this finding.

Finding # 3: "The Shelter is not open to the public after 5:00 p.m."

The City agrees with this finding.

Finding # 4: "The Shelter lacks a Rescue and Volunteer Coordinator."

The City partially disagrees with this finding.

Antioch Animal Services does not have a paid Rescue or Volunteer Coordinator. However, recognizing the importance of these positions within Animal Services, two volunteers are currently assigned to these positions as a part of their work as volunteers. These volunteers routinely contribute 30-40 hours a week in these capacities.

Finding # 5: "Based on the 'Guidelines for Standards of Care in Animal Shelters,' authored by the Association of Shelter Veterinarians, the shelter lacks enough ACAs and volunteers to help with the current population of animals."

The City agrees with this finding.

Finding # 6: “The Shelter does not have written policies and procedures regarding animal care.”

The City disagrees with this finding.

As a part of the Shelter’s partnership with ARF, ARF has assisted in the implementation of best practices and creating written protocols for Antioch Animal Services regarding the care of Shelter animals.

Finding # 7: “The Shelter lacks a Director of Animal Services.”

The City agrees with this finding.

Finding # 8: “The Shelter does not use the Chameleon software program to document the cost of running the Shelter.”

The City agrees with this finding.

Finding # 9: “The Shelter website does not feature photos of found animals or animals available for adoption or rescue.”

The City agrees with this finding.

Finding # 10: “The County does not operate an animal shelter in East County.”

The City agrees with this finding.

Finding # 11: “People from cities, other than Antioch, drop off animals at the Shelter rather than driving them to a County shelter.”

The City agrees with this finding.

Finding # 12: “The County and the Shelter do not have an agreement that the County will pick up and transport animals left by non-Antioch residents to a County shelter.”

The City agrees with this finding.

Finding # 13: “No formal community-based advisory group monitors animal welfare or Shelter conditions and provides reports to the Council regarding same.”

The City agrees with this finding.

Recommendations

Recommendation # 1: “The Council should consider finding sustainable funding for all of the changes recommended by ARF to the Shelter, including those that the Shelter has already implemented.”

This recommendation requires further analysis.

The City of Antioch is constantly looking for new ways to generate revenue so as to improve on and add to city services, including Animal Services. Given the current economic climate in the City of Antioch, there are no immediate plans for additional funding for the Shelter.

Recommendation # 2: “The Council should consider staggering the Shelter’s hours of operation to include evening hours one day per week to permit those with daytime commitments the opportunity to visit the Shelter.”

This recommendation requires further analysis.

Changing the Shelter hours to include evening hours (one day per week) would have a negative impact on a staff that is already stretched very thin. Changing existing hours would present gaps in current coverage. Essentially, the front counter staff and ACA’s would have to cover a larger period of time. To accomplish this, the Shelter would require additional personnel. Additional staff would require a long term funding source which has not yet been identified.

Recommendation # 3: “If no qualified Antioch Shelter volunteer is available for this position, the Council should consider identifying funds to create a new position for a Volunteer/Rescue Coordinator.”

This recommendation requires further analysis.

The Shelter currently has a volunteer whose dedicated job is as a Volunteer Coordinator and a second volunteer dedicated to the role of Rescue Coordinator. Additional staff would require a long term funding source which has not yet been identified.

Recommendation # 4: “The Council should consider directing the Shelter to develop and implement strategies to enlist more volunteers.”

This recommendation requires further analysis.

With the Shelter’s current situation of utilizing a part-time Volunteer Coordinator, enlisting more volunteers is impractical at this point in time. Additional volunteers would require additional staff resources to supervise, schedule and train. If the Shelter had a full-time Volunteer Coordinator, more emphasis could be placed on adequately utilizing the volunteers that we currently have and possibly adding to our current numbers.

Recommendation # 5: “The Council should consider directing the Shelter to establish written policies and procedures consistent with those used by ARF regarding animal care.”

This recommendation has been implemented.

With the assistance of ARF's veterinary staff, protocols regarding the care of animals in the Shelter have been written and implemented.

Recommendation # 6: "The Council should consider authorizing the Shelter to hire an experienced full-time Director of Animal Services and identify the funds to do so."

This recommendation has not yet been implemented, but will be implemented in the future.

The Council approved the recruitment and hiring of a full-time Animal Services Manager on August 8, 2017. Staff is in the process of creating a job description so the position can be recruited and filled. It is anticipated that the position should be filled within the next six-months.

Recommendation # 7: "The Council should consider requiring all permanent staff be fully trained on Chameleon software as soon as reasonably possible."

This recommendation has not yet been implemented, but will be implemented in the future.

All full-time Shelter staff is fully trained in the use of the Chameleon software. Updates have recently been made to the system so it can be used to more accurately track the Shelter population. Along with these updates, the Shelter is currently implementing a barcode tracking system of the animals within the Shelter. An additional computer is being added to the kennel area of the Shelter to be used by ACA's to access Chameleon. From this computer, ACA's will be able to track the Shelter population as well as monitor medical care being provided to the animals. These changes should be fully implemented by January 1, 2018.

Recommendation # 8: "The Shelter should consider posting photos of all animals on its website within 24 hours of intake."

This recommendation will not be implemented because it is not warranted.

The Shelter does not feature animals on its website but has utilized a website, *Shelter Me*, for this purpose. In addition to this, the Shelter has recently updated its Chameleon software to use an additional site, *Pet Finder*, to post photos of incoming animals as well as animals that are currently available for adoption. *Pet Finder* is a central repository for shelters and rescues to post photos of incoming animals and animals available for adoption. This website allows people who are looking for animals to do so on one site instead of having to access multiple websites. This website is used industry wide and is the most effective way to get information regarding the Shelter's population to the public.

Recommendation # 10: "The County Board of Supervisors and the Antioch City Council should consider negotiating an MOU whereby the Shelter agrees to accept all animals. Those that are identified as non-city of Antioch animals should be regularly picked up and transported to a County Shelter by County Animal Control Officers."

This recommendation will not be implemented because it is not reasonable.

The Shelter is currently at capacity on a daily basis with animals from the City of Antioch. If the Shelter were to openly accept animals from cities other than Antioch, it would be required to intake them; providing them with vaccinations and basic medical care, and then house them until County staff could pick them up. Unfortunately, with limited shelter space and available staff, this is not a plausible solution.

Recommendation # 11: “The Council should consider directing the Shelter to collaborate with all accredited rescue groups to maximize rescues and adoptions.”

This recommendation has been implemented.

ARF hosted two “Rescue Summits” on April 20th and April 27, 2017. These summits were opened up to all existing and prospective rescue partners. With the assistance of a professional, third-party facilitator, personnel from the Shelter and ARF met with members of the rescue groups to have an open discussion about how to strengthen relationships between the groups and how all parties could collaborate to maximize positive outcomes for the shelter animals.

Recommendation # 12: “The Council should consider authorizing the selection of an independent community-based animal advisory group to routinely visit the Shelter to monitor welfare and Shelter conditions.

This recommendation will not be implemented because it is not reasonable.

It is clear there are many community members who are passionate about the animals in our community as well as in the Shelter. However, there are as many opinions about the pathway to best serve and care for these animals as there are groups dedicated to this cause. It is not clear that Antioch Animal Services would benefit from the confluence of the wide ranging opinions as would be expressed in such a forum. Furthermore, the addition of the Shelter Manager position will help ensure that the positive changes occurring in the Shelter under the MOU with ARF will continue after the collaborative has ended.

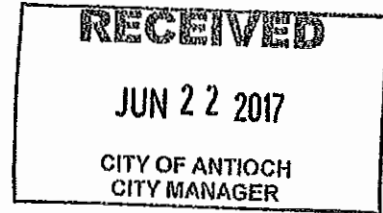
Grand Jury

**Contra
Costa
County**

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

June 20, 2017

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



Dear City of Antioch:

Attached is a copy of Grand Jury Report No. 1708, "Animal Shelter Services in Antioch and Contra Costa County" by the 2016-2017 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency or department responsible for responding to the report. As the responding person or person responding on behalf of an entity, you shall report one of the following actions in respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, you shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

After reviewing your response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) a copy in Word by e-mail to ctadmin@contracosta.courts.ca.gov. Your response must be submitted to the Grand Jury, in the form described by the above-quoted Government Code, no later than **September 25, 2017**.

Finally, please note that this report is being provided to you at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,

Jim Mellander, Foreperson
2016-2017 Contra Costa County Civil Grand Jury

cc: Ron Bernal, City Manager

A REPORT BY
THE 2016-2017 CONTRA COSTA COUNTY GRAND JURY
725 Court Street
Martinez, California 94553

Report 1708

**Animal Shelter Services in Antioch
and Contra Costa County**

APPROVED BY THE GRAND JURY:

Date: 6/13/17


JIM MELLANDER
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: 6/16/17


JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contact: Jim Mellander
Foreperson
925-608-2621

Contra Costa County Grand Jury Report 1708

Animal Shelter Services in Antioch and Contra Costa County

TO: The Antioch City Council and the County Board of Supervisors

SUMMARY

For years, the City of Antioch's (City) Animal Shelter (Shelter) has grappled with animal overpopulation and its ability to provide the animals with basic care. Some citizens have voiced concerns that the Shelter is providing substandard care for the animals.

The Citygate report in 2009, commissioned by the Antioch City Council (Council), and the UC Davis Veterinary Department report in 2014, commissioned by the Shelter, generated recommendations to improve Shelter operations and animal care.

In September 2016, the Council authorized a Memorandum of Understanding (MOU) with Tony La Russa's Animal Rescue Foundation (ARF). Pursuant to the MOU, ARF agreed to provide one year of free training to improve Shelter operations. On February 14, 2017, the Council confirmed its commitment to fund the changes initiated by ARF.

This Shelter has a history of animal overpopulation. People who are not Antioch residents often leave animals at the Antioch Shelter rather than driving them to a County shelter in Martinez or Pinole. Therefore, the Grand Jury recommends that the County and Shelter enter into an agreement for the County to pick up and transport those animals that are left by non-Antioch residents to a County shelter.

The Grand Jury also recommends that the City hire an Animal Services Director with a background in animal shelter management to continue oversight of the ARF changes and management of the Shelter. Finally, the Grand Jury recommends that the Council select a formal community-based Animal Advisory group to monitor animal welfare and Shelter conditions and to provide regular reports to the Council regarding same.

METHODOLOGY

In the course of its investigation, the Grand Jury:

- Conducted an unannounced site visit to the Shelter
- Toured the Contra Costa County animal shelter in Martinez
- Reviewed the 2009 Citygate report, the 2012 Grand Jury report, and the 2014 UC Davis Veterinary report
- Interviewed City and County officials, representatives from rescue organizations, concerned citizens, Shelter staff, the Shelter veterinarian, and representatives of the Antioch Police Department
- Reviewed Council meetings and related documents

BACKGROUND

In 1978, voters in Antioch approved ballot Measure A that established a city animal shelter. Antioch is the only city in Contra Costa County with its own Shelter. All other cities and unincorporated areas within the County receive animal services from Contra Costa County Animal Shelters in Martinez and Pinole.

The Shelter operates under the supervision of the Antioch Police Department and is located adjacent to it. The Shelter, which was built in 1991, has not been updated since it opened. It has limited space for animals and staff.

In 2009, the City paid for the Citygate report, which recommended numerous changes and improvements. A 2012 Grand Jury report and a 2014 UC Davis Veterinary report also made recommendations for Shelter improvements. The current Grand Jury determined that few, if any, of the recommendations from these three reports have been implemented.

In the spring of 2016, citizens, animal advocates, and rescue groups spoke at various City Council meetings. They cited sub-standard Shelter conditions and poor animal treatment. In June 2016, the Council approved funds to hire four part-time Animal Care Attendants (ACA) and one Office Assistant for the 2016-17 fiscal year. The Council also directed Shelter staff to explore opportunities to further improve the Shelter.

In September 2016, the Council and ARF executed an MOU to provide staff and volunteers with kennel maintenance and animal handling training at no cost to the Shelter. ARF also provided the Antioch Police Department with recommendations for Shelter improvements.

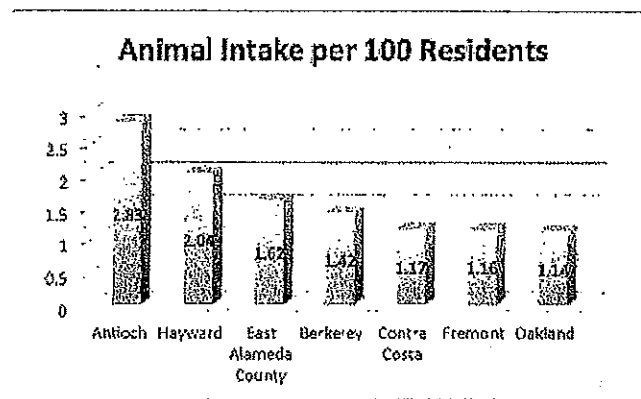
In February 2017, the Council approved the Antioch Animal Shelter Staff Report. This report recommended hiring a veterinarian to work 24 hours per week and a full-time Vet Technician. The Council agreed to provide permanent funding for the new hires and other recommended improvements by ARF.

DISCUSSION

Shelter Capacity and Staffing

The population of the City, as well as east Contra Costa County generally, has increased since 1991. During this time, there have been no corresponding improvements to increase animal accommodations at the Shelter.

The County does not operate an animal shelter in east County, which includes Antioch and the unincorporated areas and cities surrounding Antioch. As the following chart shows, the Antioch Shelter takes in twice as many animals per capita as other shelters in Contra Costa and Alameda counties.



Based on the "Guidelines for Standards of Care in Animal Shelters" (Guidelines), authored by the Association of Shelter Veterinarians, the Shelter has fewer staff that provide daily animal care than recommended. One part-time Animal Care Attendant (ACA), working four hours per day, can provide care for eight to nine animals per day. With ten part-time ACAs, the Shelter can care for approximately 85 animals per day. The Shelter can house 101 animals. Based on its capacity, the Shelter needs 12 part-time ACAs to care for its animals when the Shelter is full. Between September 2015 and September 2016, the Shelter housed from 120 to 270 animals a day. This means that the animals received ten or fewer minutes of care per day from the ten part-time ACAs, which is below the recommended standard of care.

Antioch Animal Shelter Capacity

Animals	Average Population 2016	Humane Capacity 2017
Cats	94	46
Dogs	102	55
Total	196	101

Photos and Shelter Hours Affect Shelter Costs

The Shelter keeps animals longer than other shelters. It could reduce the time that animals spend in the Shelter if it posted photos of found animals or animals available for adoption or rescue to its website. The comparatively long retention times impact the cost of feeding, treating, and housing the animals.

The Shelter has limited hours. It is closed evenings, Sundays and Mondays and Tuesdays following a holiday. This creates limited opportunities for animals to be claimed, adopted, or rescued. This also impacts the costs associated with running the Shelter.

Shelter Administration Challenges

Currently, the Shelter is overseen by a police lieutenant, with no animal shelter or management experience, who spends about twenty percent of the time in this role. A Shelter Supervisor spends most of the day providing animal care, handling adoptions, and rescues. This leaves little time to train or supervise staff.

The Shelter lacks written policies and procedures regarding animal care to help new hires or volunteers become familiar with Shelter operations. As a possible result, the Shelter experiences high staff turnover. Hiring replacement staff takes time because both paid and volunteer staff must undergo police background checks. Part-time ACAs are paid \$12.00 per hour and receive no benefits.

While the Shelter has a list of approximately 40 volunteers to help with routine tasks such as grooming, cleaning and dog walking, it has only 10 - 12 volunteers who can be counted on to work regularly. If more volunteers were available, the Shelter ACA's workload could be shared with some of the volunteers and, as a result, the animals would receive the amount of care and time recommended by the Guidelines.

The Shelter has not fully implemented Chameleon software, a frequently-used animal shelter management tool. Because Shelter staff has not been trained, the number of animals taken in, housed, adopted, rescued, euthanized, medicated and fed is not documented or tracked by this system.

Animal Advocate Concerns

There is no formal community-based oversight committee that regularly visits and monitors animal welfare and Shelter conditions and provides regular reports regarding same to the Council. Some animal advocates and rescue groups have had difficulty establishing collaborative relationships with the Shelter.

ARF Assistance

The Council and ARF entered into a one-year agreement to bring the Shelter up to the standards set forth in the Guidelines. ARF is providing: staff, a mobile animal clinic, and funds to improve Shelter staffing, medical treatment, intake management, pet retention strategies, volunteer and foster programs, housing, animal management, sanitation, spaying and neutering, outcome tracking, record keeping, and adoption processes.

To make these improvements, ARF is providing veterinary care in the Shelter with a part-time (24 hours a week) veterinarian and a full-time Vet Tech. Additionally, ARF is paying for all capital improvements necessary to bring the Shelter clinic and surgery suite up to Guideline standards.

Lack of County Animal Shelter in East County

The Shelter only takes animals from residents of Antioch. All surrendered animals are documented, with proof of residency. Therefore, people from other cities and unincorporated areas who are aware of this requirement often abandon animals when the Shelter is closed. Animals are thrown over the fence or found tied to trees and the fence surrounding the Shelter. Treating and feeding these animals adds to the cost of running the Shelter. There is no agreement between the Shelter and the County that requires County Animal Control Officers to pick up and transport animals from other cities and unincorporated areas to a County shelter.

FINDINGS

- F1. The Shelter has made improvements based on ARF recommendations.
- F2. The Shelter requires additional funds to implement the changes recommended by ARF.
- F3. The Shelter is not open to the public after 5:00 p.m.
- F4. The Shelter currently lacks a Rescue and Volunteer Coordinator.
- F5. Based on the "Guidelines for Standards of Care in Animal Shelters," authored by the Association of Shelter Veterinarians, the Shelter lacks enough ACAs and volunteers to help with the current population of animals.
- F6. The Shelter does not have written policies and procedures regarding animal care.
- F7. The Shelter lacks a Director of Animal Services.
- F8. The Shelter does not use the Chameleon software program to document the cost of running the Shelter.

- F9. The Shelter website does not feature photos of found animals or animals available for adoption or rescue.
- F10. The County does not operate an animal shelter in east County.
- F11. People from cities, other than Antioch, drop off animals at the Shelter rather than driving them to a County shelter.
- F12. The County and the Shelter do not have an agreement that the County will pick up and transport animals left by non-Antioch residents to a County shelter.
- F13. No formal community-based advisory group monitors animal welfare or Shelter conditions and provides reports to the Council regarding same.

RECOMMENDATIONS

- R1. The Council should consider finding sustainable funding for all of the changes recommended by ARF to the Shelter, including those that the Shelter has already implemented.
- R2. The Council should consider staggering the Shelter's hours of operation to include evening hours one day per week to permit those with daytime commitments the opportunity to visit the Shelter.
- R3. If no qualified Antioch Shelter volunteer is available for this position, the Council should consider identifying funds to create a new position for a Volunteer/Rescue Coordinator.
- R4. The Council should consider directing the Shelter to develop and implement strategies to enlist more volunteers.
- R5. The Council should consider directing the Shelter to establish written policies and procedures consistent with those used by ARF regarding animal care.
- R6. The Council should consider authorizing the Shelter to hire an experienced full-time Director of Animal Services and identify the funds to do so.
- R7. The Council should consider requiring all permanent staff be fully trained on Chameleon software as soon as reasonably possible.
- R8. The Shelter should consider posting photos of all animals on its website within 24 hours of intake.
- R9. The County Board of Supervisors should consider funding a study to examine the feasibility of establishing a County animal shelter in east County.

- R10. The County Board of Supervisors and the Antioch City Council should consider negotiating an MOU whereby the Shelter agrees to accept all animals. Those that are identified as non-city of Antioch animals should be regularly picked up and transported to a County Shelter by County Animal Control Officers.
- R11. The Council should consider directing the Shelter to collaborate with all accredited rescue groups to maximize rescues and adoptions.
- R12. The Council should consider authorizing the selection of an independent community-based animal advisory group to routinely visit the Shelter to monitor animal welfare and Shelter conditions.

REQUIRED RESPONSES

	Findings	Recommendations
Contra Costa County Board of Supervisors	F10 to F12	R9 and R10
Antioch City Council	F1 to F13	R1 to R8 and R10 to R12

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
 725 Court Street
 P.O. Box 431
 Martinez, CA 94553-0091

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JULY 13 - AUGUST 10, 2017
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund		
370095 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	3,640.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Wolken, Contract Staff for City Managers Office *AW*

APPROVED BY: Ron Bernal, City Manager *RJB*

SUBJECT: Master License Agreement for Wireless Facilities on Poles in the City Right of Way, Mobilitie, LLC.

RECOMMENDED ACTION

It is recommended that the Council authorize the City Manager to execute the Master License Agreement with Mobilitie, LLC.

STRATEGIC PURPOSE

Allow for the installation of architecturally compatible wireless communication facilities, within City owned streetlight poles, to benefit residents and businesses within the City.

FISCAL IMPACT

This action will allow the City to collect \$2,000 per pole per year, adjusting annually at 3%, for every pole that a wireless facility is placed inside for a ten year period and a one-time \$8,000 staff administration fee

DISCUSSION

Technological developments and demand for high-speed mobile data service and capacity has extended beyond the capacities of traditional macrocell wireless communication facilities. To meet this demand wireless providers have accelerated their small cell and distributed antenna system deployments (microcell) in the public right-of-way locating their microcell services within City owned streetlight poles.

The Master License Agreement (Agreement) before the City Council this evening preserves local aesthetics, by requiring the microcell equipment, with the exception of the antenna, to be housed entirely within the pole. This pole design also protects the public health and safety while also deriving the benefits of these new technologies for the City's residents and businesses to the greatest extent practicable. The Agreement also provides Mobilitie a ten-year license period to install microcell facilities on City staff approved poles and locations within the City. The agreement establishes an annual fee of \$2,000 per pole that escalates at a rate of 3% annually. There is also a onetime fee, Master License Administrative fee, of \$8,000. Anytime Mobilitie delivers to the City a

Pole License Application, requesting to add microcell sites to City owned poles, they also need to pay a \$500 Pole License Administrative Fee.

Also of importance to note, is that in addition to this approval of this Master License Agreement allowing the City to move forward with Mobilitie, LLC. on the installation of microcell facilities the City not being subject to the provisions of SB 649 should it pass and go into effect. SB 649 is the Wireless and Small Cell Telecommunications Facilities that would represent a major shift in telecommunications policy and law by requiring local governments to lease out the public's property, cap how much cities can lease this space out for, eliminate the ability for cities to negotiate public benefits, the public's input and full discretionary review in all communities of the state except for areas in coastal zones and historic districts, for the installation of "small cell" wireless equipment. The bill would allow for antennas as large as six cubic feet, equipment boxes totaling 35 cubic feet (3' by 3' wide by 4' tall) with not size or quantity limitation for the following equipment: electric meters, pedestals, concealment elements, demarcation boxes, grounding equipment, power transfer switches, and cutoff switches.

Most importantly, the bill limits local discretion by making the approval of such facilities a "ministerial process", also known as over-the-counter or check-the-box permitting, resulting in cities having to accept these large and unsightly boxes and antennas without the ability to weigh in on design. In addition to permitting concerns, this bill also limits maximum limits to how much city's can negotiate for use of public property and maximize public benefit to \$250 annually per attachment rates for each "small cell".

SB 649 is being strongly opposed by the League of California Cities where they have stated that this proposal unnecessarily and unconstitutionally strips local authority over public property and shuts out public input and local discretion by eliminating consideration for the aesthetic and environmental impacts of "small cells".

Council's approval of this Master License Agreement will establish a policy for Antioch's future approval and design that will establish a consistent design throughout the City. Compensation is to be negotiated with each provider on a case by case basis.

ATTACHMENTS

- A. Resolution
 - Exhibit 1 to Resolution - Master License Agreement
- B. Pole Simulation

RESOLUTION NO. 2017/_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A MASTER LICENSE FOR WIRELESS FACILITIES ON POLES IN RIGHT OF WAY WITH MOBILITIE, LLC

WHEREAS, the City of Antioch (“City”) owns several utility poles in public rights-of-way that are suitable for installing wireless communications facilities; and

WHEREAS, Mobilitie, LLC, a Nevada limited liability company (“Mobilitie”), has the authority under applicable law to install and maintain telephone lines, including wireless communications facilities, with the State of California, including on utility poles the City maintains; and

WHEREAS, the City and Mobilitie have negotiated a Master License Agreement by which the latter will be granted a license to maintain wireless communications facilities on City utility poles for a term of ten years, with the right of automatic renewal for successive one-year terms thereafter.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Master License Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**MASTER LICENSE FOR
WIRELESS FACILITIES ON POLES IN THE RIGHT-OF-WAY**

between

CITY OF ANTIOCH, A CALIFORNIA MUNICIPAL CORPORATION

and

MOBILITIE, LLC, A NEVADA LIMITED LIABILITY COMPANY

Effective Date: _____

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**MASTER LICENSE AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES INSTALLATIONS**

This MASTER LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS FACILITIES INSTALLATIONS (“**Master License**”) dated _____, 2017 (the “**Effective Date**”) is between the City of Antioch, a California municipal corporation (the “**City**”) and Mobilitie, LLC, a Nevada limited liability company (the “**Licensee**”).

BACKGROUND

WHEREAS, technology developments and demand for high-speed mobile data service and capacity has extended beyond the capabilities of traditional macrocell wireless communications facilities. To meet this demand, wireless providers have accelerated their small cell and distributed antenna system (“**DAS**”) deployments in the public right-of-way and the City has a clear incentive to develop public-private arrangements that manage these accelerated deployments in a way that preserves local aesthetics and public health and safety while also deriving the benefits of these new technologies for the City’s residents to the greatest extent practicable; and

WHEREAS, Licensee has the authority under applicable Laws to install and maintain telephone lines within the State of California, which include wireless communications facilities, in the public right-of-way to provide wireless communications services; and

WHEREAS, Licensee installs and maintains wireless communications facilities on existing vertical infrastructure in the public right-of-way; and

WHEREAS, the City owns a substantial number of existing poles in the public right-of-way that are suitable for installing wireless communications facilities within the City’s jurisdiction and has a duty to derive appropriate value from the City’s property assets for the public good; and

WHEREAS, Section 253 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified as 47 U.S.C. § 253, preserves the City’s authority to manage the rights-of-way within the City’s jurisdictional boundaries, and to require fair and reasonable compensation for such use on a competitively-neutral and nondiscriminatory basis so long as such compensation is disclosed; and

WHEREAS, Licensee desires to install, maintain and operate wireless communications facilities on the City’s poles in the public right-of-way in a manner consistent with the City’s regulatory authority and Licensee is willing to compensate the City for the right to use the City’s poles for wireless communications purposes; and

WHEREAS, the City desires to authorize Licensee’s access to individual City-owned poles based on a comprehensive and uniform Master License according to the terms and conditions set forth in this Master License, any applicable Pole License, and pursuant to all the applicable permits issued by the City to protect public health and safety; and

NOW THEREFORE, for good, valuable and sufficient consideration received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

AGREEMENT

1. GENERAL DEFINITIONS

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under the common control with Licensee and has a net worth of at least \$10 million.

"Agent" means agent, employee, officer, contractor, subcontractor, and representative of a party in relation to this Master License and the License Area.

"Assignment" means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee's sale, assignment, encumbrance, pledge or other transfer or sublicense of any part of its assets in, interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicense.

"Common Control" means two entities that are both Controlled by the same third entity.

"Control" means (a) as to a corporation, the ownership of stock having the right to exercise more than 50% of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; or (b) as to partnerships and other forms of business associations, ownership of more than 50% of the beneficial interest and voting control of such association.

"CPUC" means the California Public Utilities Commission established in the California Constitution, Article XII, Section 5, or it's duly appointed successor agency.

"EMF" means electromagnetic fields or radio frequency between 30 kHz and 300 GHz in the electromagnetic spectrum range.

"Environmental Laws" means any Law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

"Equipment" means antennas and any associated utility or equipment box, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Equipment to a licensed City Pole, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds, and any approved signage attached to Equipment.

“**FCC**” means the Federal Communications Commission or its duly appointed successor agency.

“**Hazardous Material**” means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or section 25316 of the California Health & Safety Code; and any “hazardous waste” listed California Health & Safety Code § 25140; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“**Investigate and Remediate**” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

“**Invitee**” means the client, customer, invitee, guest, tenant, subtenant, licensee, assignee and sublicensee of a party in relation to the License Area.

“**Laws**” means all present and future statutes, ordinances, codes, orders, regulations and implementing requirements and restrictions of federal, state, county and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“**Licensee’s On-Call Representative**” mean the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of the Equipment. Such person(s) shall be qualified and experienced in the operation of Equipment and shall be authorized to act on behalf of Licensee in any emergency in and in day-to-day operations of the Equipment.

“**Permitted Use**” means Licensee’s installation, operation and maintenance of Equipment for the transmission and reception of wireless, cellular telephone and data and related communications on License Areas.

“**Pole**” means a street light pole, utility pole or other support structure located in the public right-of-way within the City and owned by the City.

“**Pole License**” means the document in the form of Exhibit A that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate and maintain Equipment for the Permitted Use on City Poles identified in the Pole License.

“Pole Location” means the geographic information identifying each City Pole on which Licensee is authorized to install, operate and maintain Equipment under Pole Licenses. Pole Locations will be identified in Exhibit A-1 to each Pole License.

“Property” means any interest in real or personal property, including land, air and water areas, leasehold interests, possessory interests, easements, franchises and other appurtenances, public rights-of-way, physical works of improvements such as buildings, structures, infrastructure, utility and other facilities, and alterations, installations, fixtures, furnishings and additions to existing real property, personal property and improvements.

“Regulatory Agency” means the local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

“Regulatory Approvals” means licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about the License Area, other City Property or the environment.

“RF” means radio frequency or electromagnetic waves between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“RF Compliance Report” means a report prepared and certified by an RF engineer acceptable to the City, such acceptance not to be unreasonably withheld, delayed or conditioned, that certifies that the proposed facility, as well as any collocated facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts ERP) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

2. SCOPE OF LICENSE

2.1. License Area

2.1.1. Pole License Issuance and Effect

Subject to the terms and conditions in this Master License, the City will issue to Licensee one or more Pole Licenses, which will grant Licensee a contractual privilege to use the space on the subject Pole approved for the Equipment, which includes any conduits, pull boxes or other City Property specifically identified in the Approved Plans attached to the

Pole License (individually for each licensed Pole and collectively for all licensed Poles, the "**License Area**"). Any approved Pole License will become effective on the first day of the month following the date on which both the City and Licensee execute such Pole License. After the City approves a Pole License, the City will not license any space on the licensed Pole to any third party who desires to use the Pole for the Permitted Use.

2.1.2. Limitations on License Areas

This Master License applies to only Poles identified in final and fully executed Pole Licenses. This Master License does not authorize Licensee or any other persons or entities to enter on to or use any other City Property, except the License Areas specified in the Pole Licenses. Licensee expressly acknowledges and agrees that the City will not be obligated to issue any Pole License or other license to Licensee for any purpose related to the following poles:

- (1) any decorative Pole, which includes any Pole or light standard with ornate features or characteristics designed or intended to enhance the appearance of the Pole or light standard; or
- (2) any wood Pole; provided, however, that the City may, in its sole discretion and on a case-by-case basis, allow Licensee to (i) modify an existing Wood Pole, or (ii) replace, at Licensee's sole cost and expense, an existing wood Pole with a steel or concrete Pole for purposes of installing, maintaining and operating the Equipment.

2.2. Limitations on Licensee's Interests

2.2.1. Limited Interest Created

Licensee expressly acknowledges and agrees that (1) Licensee does not have any rights to use or interest in any Pole for any purpose whatsoever until and unless the City issues a Pole License for such Pole; and (2) neither this Master License nor any Pole License issued pursuant to this Master License creates or will be deemed to create any leasehold, easement, franchise or any other possessory interest or real property interest whatsoever in the License Area.

2.2.2. Limited Rights Created

Any Pole License the City approves pursuant to this Master License grants to Licensee only a non-possessory and revocable (solely pursuant to the terms of this Master License) license to enter on to and use the License Area for the Permitted Use. Licensee expressly acknowledges and agrees that (1) neither this Master License or any Pole License will be coupled with an interest; (2) the City retains legal possession and control over all Poles for the City's operations, which will be superior to Licensee's interest at all times; (3) to the extent set forth in this Master License, the City may terminate a Pole License in whole or in part at any time; (4) except as specifically provided otherwise in this

Master License, the City may enter into any agreement with third parties in connection with use and occupancy of Poles and other City Property; and (5) neither this Master License nor any Pole License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

2.2.3. No Impediment to Municipal Uses

Except as specifically provided otherwise in this Master License, neither this Master License nor any Pole License limits, alters or waives the City's right to use any License Area in whole or in part as infrastructure established and maintained for the City's and the public's benefit.

2.3. Diminutions in Light, Air and Signal

In the event that any existing or future structure diminishes any light, air or signal propagation, transmission or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any License Fee, Additional Fees or any other sums payable to the City under this Master License or any Pole License, the City shall have no liability to Licensee whatsoever and such diminution will not affect this Master License, any Pole License or Licensee's obligations except as may be expressly provided in this Master License.

2.4. License Area Condition

2.4.1. "As-Is and With All Faults" Condition

Licensee expressly acknowledges and agrees to enter on to and use the License Area in its "**as-is and with all faults**" condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area's condition or suitability for Licensee's use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or environmental condition of the License Area, the present or future suitability of the License Area for the Permitted Use or any other matter related to the License Area.

2.4.2. Licensee's Due Diligence

Licensee expressly represents and warrants to the City that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area condition and suitability for Licensee's intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly represents and warrants to the City that Licensee's intended use is the Permitted Use as defined in Section 5 in this Master License.

2.4.3. Certified Access Specialist Disclosure

Pursuant to California Civil Code § 1938, and to the extent applicable to this Master License, the City expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

3. TERM

3.1. Master License Term

The term under this Master License (the “**Term**”) will commence on the Effective Date and will automatically expire 10 years from the Effective Date of this Agreement (the “**Expiration Date**”), unless earlier terminated in accordance with this Master License, provided, however, that, unless the City or Licensee provides written notice to the other prior to expiration of the Term that it will not renew the Term, the Term will automatically renew for consecutive additional one-year periods (each such period a “**Renewal Term**”) upon the same terms and conditions set forth in this Agreement and the Expiration Date will occur as of the date of expiration of each such Renewal Term.

3.2. Pole License Term

The term under each Pole License will commence on the Commencement Date and will automatically expire on the Expiration Date, unless earlier terminated in accordance with this Master License. To determine the applicable License Fee for each Pole License, the minimum term will be one year from the Commencement Date (the “**Minimum Term**”). Except as specifically provided otherwise in this Master License, the Minimum Term will prevail over Licensee’s right to abate rent or terminate this Master License or any Pole License. All Pole Licenses will end on the Expiration Date, even if such expiration results in less than a one-year term for any particular Pole License.

4. LICENSE FEE; OTHER PAYMENTS

4.1. License Fees

4.1.1. Commencement Date

Licensee shall pay an annual License Fee under each Pole License beginning on its “**Commencement Date**,” which will be either: (1) the first anniversary of the effective date of the Pole License or (2) the first day of the month after the date on which Licensee has obtained all Regulatory Approvals necessary for the Permitted Use on the License Area (whichever occurs first). The parties define a “**License Year**” to mean any 12-month period (or shorter period in the event that a Pole License commences less than 12 months from the Expiration Date) that begins on the Commencement Date for each Pole License.

4.1.2. Acknowledgment Letter

Licensee shall deliver to the City a letter in the form shown in Exhibit A-3 to the Pole License (the "**Acknowledgment Letter**") within 10 business days after Licensee obtains all Regulatory Approvals necessary for the Permitted Use on any License Area. The parties intend the Acknowledgement Letter to: (1) confirm the Commencement Date; (2) tender or confirm payment by wire transfer of the License Fee for the first License Year; (3) provide the City with copies of all Regulatory Approvals; and (4) confirm that Licensee has submitted all information required in Section 19 (Insurance) under this Master License. Upon written notice to Licensee, the City shall have the right to correct the Commencement Date stated in Licensee's Acknowledgement Letter after the City examines the Regulatory Approvals. The City's reasonable determination in connection with this Section 4.1.2 will be final for all purposes under this Master License. The City will use reasonable efforts to deliver a countersigned Acknowledgement Letter to Licensee within five business days after the City receives the partially executed Acknowledgment Letter from Licensee. The fully executed Acknowledgment Letter shall be Licensee's notice to proceed with its installation.

4.1.3. License Fee Amount

Licensee shall pay to the City an annual fee at the rate specified in the License Fee Schedule attached to each Pole License (the "**License Fee**"). The License Fee Schedule will reflect the annual License Fee adjustments as provided in Section 4.1.4 (Annual License Fee Adjustments). Licensee shall pay each annual License Fee in advance without any prior demand, deduction, setoff or counterclaim for any reason, except to account for a partial year in the event this Master License expires or terminates or any abatement rights expressly granted in this Master License. Any amounts for less than a full year or full month will be calculated based on a 360-day year and a 30-day month.

4.1.4. Annual License Fee Adjustments

Each year throughout the Term on January 1 (each an "**Adjustment Date**") the License Fee will be increased 3% over the License Fee payable in the immediately previous year.

4.1.5. License Fee Due Date

Licensee shall pay the License Fee for the first year at the same time Licensee delivers the Acknowledgement Letter without any deduction or setoff for any reason. Thereafter, Licensee shall pay the annual License Fee on the anniversary of the Commencement Date.

4.2. Administrative Fees

4.2.1. Master License Administrative Fee

At the time Licensee delivers to the City a partially executed counterpart to this Master License, Licensee shall pay to the City a nonrefundable administrative fee equal to Eight Thousand Dollars (\$8,000.00) (the "**Master License Administrative Fee**"), which the parties agree approximately represents the City's reasonable costs of reviewing, executing and implementing this Master License. The City will not be obligated to execute any Master License until the City receives the Master License Administrative Fee.

4.2.2. Pole License Administrative Fee

At the time Licensee delivers to the City a Pole License Application, Licensee shall pay to the City a nonrefundable administrative fee equal to **Five Hundred and 00/100 Dollars (\$500.00)** (the "**Pole License Administrative Fee**"), which the parties agree approximately represents the City's reasonable costs of reviewing said Pole License Application. The City will not be obligated to commence its review for any Pole License Application until the City receives the Pole License Administrative Fee. The parties to this Master License collectively refer to the Master License Administrative Fee and the Pole License Administrative Fee as "**Administrative Fees.**"

4.3. Late Charges

In the event that Licensee fails to pay any License Fee, Additional Fee, Administrative Fees or any other amount payable to the City within 10 days after the City notifies that such amounts are due and unpaid, such amounts will be subject to a late charge equal to 6% of unpaid amounts.

4.4. Default Interest

Any License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City other than late charges will bear interest at 10% per annum from the due date when not paid within 10 days after due and payable to the City. Any sums received shall be first applied towards any interest, then to the late charge and lastly to principal amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

4.5. Additional Fees

The parties to this Master License define "**Additional Fees**" to collectively mean any sums payable by Licensee to the City in its proprietary capacity (subject to applicable law) as the licensor, which includes without limitation any late charges, default interest, costs in connection with a request for the City's consent to an Assignment under Section 16.2 (Proposed Assignment Procedures) and Default Fees under Section 17.2.4; provided,

5.2. Prohibition on Illegal Uses or Nuisances

Licensee shall not use the License Area in whole or in part in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area in whole or in part in any manner that constitutes a nuisance as determined by the City in its reasonable judgment. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area.

5.3. Signs or Advertisements

Licensee acknowledges and agrees that its rights under this Master License and any Pole License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area.

6. POLE LICENSES

6.1. City Approval Required

Licensee shall not have any right to use the License Area in whole or in part for any purpose until and unless the City approves a Pole License, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its municipal functions or proprietary interest (subject to applicable law) in any manner whatsoever to Licensee's interest under any Pole License. When the City considers whether to approve or disapprove any Pole License Application, the City may make reasonable consideration of any matter that affects its municipal functions or proprietary interests (subject to applicable law), which include without limitation: (1) Licensee's proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City's street light operations; (4) any potential hazards or unsafe conditions that could result from Licensee's installation, operation or maintenance; (5) any potential visual or aesthetic impacts; (6) the additional load on the Pole the proposed Equipment would create; and (7) any municipal plans for the Pole or right-of-way in proximity to the Pole.

6.2. Pre-Approved Designs and Locations

The parties agree that the installation configurations more particularly described and depicted in **Exhibit B** (each a "**Pre-Approved Design**") will be presumptively approvable by the City. The City shall not be permitted to deny a Pre-Approved Design based on its physical or aesthetic appearance, except to the extent that the City determines in its reasonable discretion that such aesthetic concern arises solely in connection with the proposed location in which the Pre-Approved Design would be situated. As an illustration and not a limitation, the City would be permitted to deny a Pre-Approved Design in a commercial area if proposed to be placed adjacent to a park or architecturally significant building. In the event that the City desires to disapprove any Pre-Approved Design within a Pole License Application, the City shall state its reasons for the denial in a written notice

to Licensee. If Exhibit B contains more than one Pre-Approved Design, the City shall have the right to select the Pre-Approved Design in its absolute discretion

6.3. Pole License Application

Each Pole License Application must include: (1) two partially executed duplicate counterparts of a Pole License in the form attached as **Exhibit A** to this Master License, with fully completed Exhibit A-1 and Exhibit A-2 attached to such partially executed Pole License; (2) the Pole License Administrative Fee; and (3) a complete RF Compliance Report.

6.4. Pole License Application Review Procedures

The City will review a complete Pole License Application in a reasonably prompt manner (but in no event longer than forty-five (45) days) and in the chronological order (date and time) in which a complete Pole License Application is submitted or deemed submitted. Except as specified otherwise in this Master License, the City will not prioritize any application or licensee over any other application or licensee. Licensee acknowledges that the City's staff and budget considerations will impact the City's ability to review and process Pole License Applications.

6.4.1. Incomplete Pole License Applications

The City will not be obligated to review or approve any incomplete Pole License Application. In the event that Licensee submits an incomplete Pole License Application, the City may suspend its review for that incomplete Pole License Application until Licensee delivers all required elements for a complete Pole License Application. The City may suspend all pending Pole License Application reviews when Licensee fails to timely submit any Pole License Administrative Fee. The date and time when Licensee submits the missing elements will be deemed the date and time that Licensee submitted the Pole License Application.

6.4.2. Required Changes to the Pole License Application

In the event that the City reasonably determines for any reason that the Permitted Use at any particular Pole Location would impede its municipal functions or otherwise negatively affects its proprietary interests (subject to applicable law), the City will provide notice to Licensee as soon as reasonably practicable. Licensee will have 14 days from such notice to change its Pole License Application without any impact on the Pole License Application's priority relative to any other applications then under review or later received by the City. Any changes received after the 14-day period or any other changes Licensee may make to the Pole License Application will cause the date and time on which the application was submitted or deemed submitted to be changed to the date and time on which Licensee submitted the proposed changes.

6.4.3. Consultation with Other City Departments

The City may consult with other departments within the City to assess whether Licensee's proposed Equipment poses any concerns. Licensee acknowledges that any consultation with any other City departments in accordance with this Section 6.4.3. and any actions or failures to act by the City that may result from such consultations would be in the City's proprietary capacity (subject to applicable law) as the Pole owner and not an exercise of the City's regulatory authority.

6.4.4. Pole License Application Approval

In the event that the City approves a Pole License Application, the City will return one fully executed Pole License to Licensee. The City's decision to approve or disapprove any Pole License Application is not a regulatory determination subject to any administrative appeal, but is an exercise of the City's proprietary authority over its Poles as its personal property (subject to applicable law).

6.4.5. City's Right to Disapprove

Licensee acknowledges that the City reserves the absolute right to disapprove any Pole License Application when the City determines in its sole judgment that the subject Pole Location or proposed Equipment would interfere with the City's municipal functions or proprietary interests (subject to applicable law) or create a hazardous or unsafe condition, provided that the City cites with specificity the particular reason for denial.

7. EQUIPMENT INSTALLATION

7.1. Approved Plans and Equipment Specifications

Licensee must submit detailed plans and equipment specifications as Exhibit A-2 to any Pole License Application, which must include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed in connection with the License Area. Licensee acknowledges that Exhibit A-2 to any approved Pole License will be deemed to be the "**Approved Plans**" and that Licensee will be permitted to install only the Equipment and other improvements shown on such Approved Plans. If Licensee selects a Pole that is structurally inadequate to accommodate the Equipment, Licensee may at its sole cost and expense, and at the reasonable discretion of the City Engineer, replace the Pole with a replacement Pole that is of substantially similar design and appearance as the inadequate Pole, and shall dedicate such replacement Pole to the City.

7.1.1. Site Identification Required

On each licensed Pole, Licensee must install one identification plate in strict compliance with the size, material, form and substance as shown on the Approved Plans. The

identification plate must include Licensee's corporate name and telephone number at which Licensee's On-Call Representative can be reached at all times (24 hours per day and 7 days per week). Licensee must replace the identification plate in the event that any information on such plate changes.

7.1.2. Changes Required for Regulatory Approvals

Licensee may amend previously Approved Plans when such changes are required to obtain or maintain compliance with other Regulatory Approvals necessary to install the Equipment. Any such changes will require the City's prior written approval. The City will provide notice of its decision to Licensee in accordance with Section 28.1 (Notices).

7.1.3. Corrections to Approved Plans

Licensee shall have the obligation to correct any errors or omissions in any Approved Plans and related Regulatory Approvals. Licensee shall immediately send written notice to the City in the event that Licensee discovers any such defects. Any Approved Plans and/or amendments to Approved Plans by the City will not release or excuse Licensee's obligations under this Section 7.1.3.

7.2. Prior Regulatory Approvals Required

Licensee shall not commence any work at the License Area until Licensee obtains all necessary Regulatory Approvals, which includes without limitation an encroachment permit and a building permit from the City's Public Works Department and any other permit obtained through any other City department, and tenders full and complete copies of each Regulatory Approval to the City. The City's consent or refusal to consent to any Pole License issued by the City in its proprietary capacity as the Pole owner will not be deemed to be any approval or denial in connection with any Regulatory Approval issued by the City in its regulatory capacity as a municipal government (subject to applicable law).

7.3. Installation; Strict Compliance with Approved Plans

Licensee shall not commence any work at the License Area until the City provides Licensee with the Acknowledgement Letter or an equivalent letter to confirm the Commencement Date. Licensee shall perform all work in connection with the License Area in strict compliance with the Approved Plans and in a diligent, skillful and workmanlike manner. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. After any work at the License Area concludes, Licensee shall restore the License Area and any other City Property to the condition that existed immediately prior to the work commenced.

7.3.1. Alterations to City's Property

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City's and any other City agencies with jurisdiction over the subject City Property. The City may withhold its consent in its sole and absolute discretion, and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to City Property for any reason and through any cause.

7.3.2. Licensee's Contractors

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. At least five (5) days before to any work commences on or about the License Area, Licensee shall provide the City with: (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractors' license numbers and business addresses for all contractors who will perform the work.

7.4. Labor and Materials Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing and installing all Equipment in accordance with the Approved Plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes without limitation all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation. Licensee shall pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit.

7.5. Project Managers

The City and Licensee each designate the person listed in this Section 7.5 as its project manager to coordinate the Equipment design and installation, and serve as each party's respective primary contact person for all design, engineering, construction and installation issues that may arise between the parties in connection with this Master License.

City's Project Manager:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Licensee's Project Manager:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Licensee acknowledges that the City's project manager is not exclusively assigned to this Master License, and that the City's project manager may not always be immediately available to Licensee or its project manager. Licensee further acknowledges that the authority delegated by the City to the City's project manager is limited to the administration of this Master License, any Pole License Applications and any approved Pole Licenses. The parties' respective project managers will have no obligation to perform any term or covenant to be performed by the other party under this Master License. Notices to the parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License.

7.6. Coordination with the City

Licensee must coordinate all its installation, construction and other work on or about the License Area with the City so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, City Property and the City's municipal operations.

7.7. Fiber-Optic Cables

In the event that the Equipment on the License Area includes any fiber-optic cables, Licensee shall, as partial consideration paid to the City for this Master License, grant the City a license to use four strands in any fiber-optic cable that Licensee owns at each licensed Pole. Such license shall be automatically effective upon Licensee's installation of any fiber-optic cables on the License Area, and Licensee shall designate and mark the four fiber strands in any conduit that serves the License Area for the City's use at the time it installs such fiber-optic cables. Licensee further agrees that, at the time this Master Agreement expires or terminates, Licensee shall transfer to the City title and ownership of any fiber strands that the City uses or desires to use by quitclaim or bill for sale at no cost to Licensee.

7.8. Title to Equipment and Other Improvements

Except as specifically provided otherwise in this Master License, all Equipment and other improvements installed, constructed or placed on or about the License Area by Licensee or its Agents or Invitees will be and remain at all times Licensee's personal property. All structural improvements to any Pole, any replacement Pole and any underground fiber optic cables, all as approved by the City and shown in the Approved Plans, will become and remain City Property should Licensee vacate or abandon such License Area, unless the City elects in a written notice to Licensee that it does not wish to take title to such structural improvements. Subject to Section 24 (Surrender of License Area), Licensee may remove the Equipment from the License Area at any time after 30 days' written notice to the City.

8. PUBLIC WORKS OPERATIONS

8.1. City's Access to License Areas

Except as specifically provided otherwise in this Master License, the City and its Agents have the right to access any License Area in whole or in part at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the License Area, which includes any Equipment removed in an emergency or other exigent circumstances pursuant to Section 8.4 (Emergencies), except to the extent that the damage arises directly from the negligence or willful misconduct of the City or its Agents and not contributed to by the acts, omissions or negligence of Licensee, its Agents or Invitees.

8.2. Repairs, Maintenance and Alterations to Poles

The City and/or the City's Public Works Department will: (1) maintain and repair Poles as needed, in its reasonable judgment, for its street light operations and other municipal functions; (2) correct any immediately hazardous condition. Except as provided in Section 26 (Termination), and excluding conditions arising directly from the negligence or willful misconduct of City or its Agents, neither any City work on any Pole nor any condition on any Pole will: (1) entitle Licensee to any damages; (2) excuse or reduce any obligation by Licensee to pay any License Fees or Additional Fees or perform any covenant under this Master License; or (3) constitute or be construed as a constructive termination of this Master License or any Pole License.

8.3. Repairs, Maintenance and Alterations to License Areas

The City may, at any time, alter, add to, repair, remove from and/or improve the License Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with Laws; provided, however, (1) the City makes a good-faith effort to provide notice to Licensee's On-Call Representative; (2) the City allows Licensee's representative to

observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the License Area. The provisions in this Section 8.3 will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain street light services.

8.4. Emergencies

In emergencies, the City's work will take precedence over Licensee's operations, which includes without limitation any Equipment operated on the License Area, and the City may access the License Area in whole or in part as the City deems necessary in its sole determination and in accordance with this Section 8.4, whether the City has notified Licensee of such emergency or other exigent circumstances or not. When safe and practicable, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any Pole and will allow Licensee to remove the Equipment before the City removes or replaces the Pole; provided, however, that the City will remove the Equipment from the Pole when in the City's sole determination it would (1) be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. The City will remove any Equipment with reasonable care and store the Equipment for retrieval by Licensee. Licensee shall have the right to reinstall such removed Equipment or equivalent Equipment at Licensee's sole expense on the repaired or replaced Pole and in accordance with Section 7 (Equipment Installation). The City's removal of the Equipment in emergencies or other exigent circumstances will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

9. LICENSEE'S MAINTENANCE OBLIGATIONS

9.1. Damage to Poles

9.1.1. Notice to the City

Licensee agrees to give the City notice of the need for any repair to a Pole promptly after Licensee discovers any damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees.

9.1.2. Damage Caused by Licensee

In the event that any maintenance by Licensee or its Agents or Invitees cause any damage to any Pole, Licensee must repair such damage within 30 days after the City provides a notice to Licensee that describes such damage. Such 30-day cure period may be extended to a date certain if the City agrees the cure reasonably requires more time. In the event that Licensee fails to timely cure the damage, the City may repair the damage at Licensee's expense. Licensee will reimburse the City for all reasonable costs incurred to

repair such damage within 10 days after Licensee receives the City's demand for payment, together with copies of invoices or other evidence to document the costs incurred.

9.1.3. No Right to Repair

Absent notice from the City with a demand to cure any damage to a Pole, Licensee is not authorized to make any repairs to any Pole. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense.

9.2. Equipment Maintenance

9.2.1 Generally

Licensee shall, at its sole cost and expense, install, maintain and promptly repair any damage to any Equipment installed on the License Area whenever repair or maintenance may be required, subject to the City's prior approval if required under Section 7 (Equipment Installation). Licensee is not required to seek the City's prior approval for any Equipment repair, maintenance, replacement or other installation on the License Area when such Equipment is shown on the Approved Plans. Licensee must obtain the City's prior written approval for any Equipment repair, maintenance, replacement or other installation that involves larger, different or additional Equipment than shown on the Approved Plans. Licensee expressly acknowledges that, subject to applicable law, Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Pole License because the City is granting them in its proprietary capacity as the owner of the City Poles. Any work on the Equipment installed on Poles that is authorized or permitted under this Subsection is subject to Licensee obtaining any required Regulatory Approvals.

9.2.2 Modifications

Notwithstanding any other provision of this Master License, modifications to any pole attachment shall be subject to only a notice requirement only when (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, as approved by the City; or (ii) such modification involves replacement of the attachment with an attachment that is the same, or smaller in weight and dimensions, and substantially similar in appearance from publicly accessible spaces as the approved attachment. Licensee will notify the City of any such modification within 15 days after said modification is made.

9.3. Graffiti Abatement

Licensee's repair and maintenance obligation includes the removal of any graffiti from the License Area.

9.4. Standard of Work

For all work performed by or for Licensee under this Section 9.4, Licensee shall be: (1) at Licensee's sole cost and expense; (2) performed by only qualified and trained persons and appropriately licensed contractors; (3) performed in a manner and with equipment and materials that will not interfere with or impair the City's operations; and (4) compliant with all applicable Laws.

10. LIENS

Licensee shall keep the License Area free and clear from any liens in connection with any work performed, material furnished or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment or material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment or other materials or services provided for the Equipment. If Licensee does not cause the release of a mechanic's lien or stop notice by any contractor, service provider or equipment or material supplier purporting to attach to the License Area or other City Property within 30 days after notice or discovery of the lien, the City will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse the City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within 10 days following receipt of the City's demand together with copies of invoices or other evidence to document the costs incurred. Licensee shall give the City at least five days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of the Equipment. Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

11. UTILITIES

Licensee shall be responsible to secure its own utility services for its Permitted Use and shall not be permitted to submeter from any electrical service provided to the City on any Pole unless the parties agree otherwise. Licensee acknowledges and agrees that the City shall have the sole and absolute discretion to deny any request to connect to, draw electrical power from or in any other manner use any electric utilities provided to the City on a flat or reduced rate. Licensee shall pay when due all charges for all utilities furnished to the Equipment.

12. TAXES AND ASSESSMENTS

12.1. Possessory Interest Taxes

Licensee understands and acknowledges that this Master License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes. Licensee further understands and acknowledges that any

sublicense or assignment permitted under this Master Agreement and any exercised options to renew or extend this Master License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

12.2. Licensee's Tax Obligations

Licensee agrees to timely pay (and in all cases prior to delinquency) any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with Licensee's use within the License Area or the Equipment that may be imposed on Licensee under Law. Licensee shall not allow or suffer any lien for any taxes assessments, charges, excises or exactions whatsoever to be imposed on the License Area or the Equipment. In the event that the City receives any tax or assessment notices on or in connection with the License Area or the Equipment, the City shall promptly (but in no event later than 30 calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to the Equipment.

13. COMPLIANCE WITH LAWS

13.1. Compliance with Current and Future Laws

Licensee shall install, operate and maintain the Equipment, and shall perform all work in connection with such installation, operation and maintenance, in material compliance with all applicable Laws and all conditions in any Regulatory Approvals issued in connection with the Equipment or its installation and operation on any Pole. The parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the parties contemplated the particular Law involved and whether the Law involved is related to Licensee's particular use of the License Area.

13.2. Licensee's Personnel

13.2.1. Personnel Training and Certification

Licensee shall ensure that all persons who install, operate or maintain the Equipment are appropriately trained and licensed by the California State Contractors Licensing Board as required under applicable CPUC rules and regulations. Licensee shall ensure that such persons are trained in and observe all safety requirements established by the CPUC and the California Division of Occupational Safety and Health, Department of Industrial Relations, which includes without limitation site orientation, tag-out and lock-out de-energization rules, ladder and lift restrictions and track and street right-of-way safety requirements.

13.2.2. Licensee's Indemnification for Personnel Injuries

Licensee acknowledges that (1) the City has delegated to Licensee control over the License Area at any time in which Licensee or its Agents are installing, operating or maintaining the Equipment; and (2) the City is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the City shall not be liable for any Claim by Licensee's or its Agent's employee(s), except where such Claim is directly caused by the negligence or willful misconduct of the City, its Agents or Invitees. Licensee agrees to fully indemnify, defend and hold the City harmless in the same manner as provided in Section 18 (Licensee's Indemnification Obligations) against any Claim by any employee of Licensee or its Agents that is caused by Licensee's or its Agents' access, uses or other activities on or about the License Area.

13.3. Compliance with CPUC GO 95

Licensee shall conduct all activities on the License Area in accordance with CPUC General Order 95 and the rules and other requirements enacted by the CPUC under that General Order, as applicable and as amended.

13.4. Compliance with Electric Codes

Licensee shall conduct all activities on the License Area in accordance with the requirements of California Electric Code, National Electric Safety Code IEEE C2 (the "NESC") and any applicable local electrical code, as those codes exist now or may be amended in the future. To the extent that CPUC General Order 95 does not address cellular telephone antenna installations on Poles carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239 and 239H and sections 22, 41 and 44. Where any conflict exists between the NESC, the California Electric Code, any local code and CPUC General Order 128, the more stringent requirements will apply, as determined by the City.

13.5. Compliance with RF Exposure Regulations

Licensee's obligation to comply with all Laws includes all Laws related to maximum permissible exposure to RF or EMF emissions on or about the License Area, which includes all applicable FCC standards, whether such RF or EMF emissions or exposure results from the Equipment alone or from the cumulative effect of the Equipment added to all other sources on or near the License Area. Licensee must provide to the City an RF Compliance Report, which considers all emissions sources existing on the date of the RF Compliance Report. If not provided earlier, Licensee must submit the RF Compliance Report to the City with the applicable Pole License Application.

14. DAMAGE OR DESTRUCTION

14.1. City's Rights After Damage or Destruction

In the event the License Area in whole or in part becomes damaged due to any cause, the City (1) will have no obligation whatsoever to repair or replace the damaged License Area, except to the extent such damage is caused by the negligence or willful misconduct of the City or its Agents or Invitees; and (2) may, in the City's sole and absolute discretion, elect to take any of the following actions:

14.1.1. Election to Repair or Replace Damaged Pole

Within 30 days after the date on which the City discovers damage or destruction of a Pole licensed to Licensee, the City will give Licensee notice of the City's decision whether to repair or replace the damaged Pole and its good faith estimate of the amount of time the will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the affected Pole License on 30 days' notice to the City.

14.1.2. Election to Remove Damaged Pole

If the City elects to remove, rather than repair or replace, a damaged Pole licensed to Licensee, then the applicable Pole License will automatically terminate on the last day of the month in which the removal occurs.

14.1.3. Election to Remove Equipment from Damaged Pole

If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any Pole to such an extent that, in the City's reasonable determination after consultation with Licensee, the Equipment on the Pole cannot be operated, the City may decide to terminate the affected Pole License on 60 days' notice to Licensee and require Licensee to remove the Equipment from the damaged Pole before the termination date specified in the City's notice. Notwithstanding anything in this Master License or any Pole License to contrary, the City will have the right to remove any damaged Pole when necessary to protect the public or property from imminent (whether threatened or actual) harm.

14.2. Licensee's Rights upon Termination

After the City terminates a Pole License pursuant to Section 14.1 (City's Rights After Damage or Destruction), the City will: (1) refund any pre-paid License Fee in connection with the terminated Pole License on a pro-rata basis determined by the number of months left in the current License Year at the time such termination occurs, subject to the Minimum Term as defined in Section 3.2 (Pole License Term) in this Master License; and (2) prioritize Licensee's Pole License Application for one replacement Pole.

14.3. Waiver of Statutory Rights

The parties understand, acknowledge and agree that this Master License fully governs their rights and obligations in the event that any licensed Poles become damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code §§ 1932(2) and 1933(4) or any similar Laws.

15. CONDEMNATION

15.1. Permanent Takings

In the event that any entity with the power to condemn permanently takes any License Area in whole or in part, or in the event that the City transfers any License Area in whole or in part to such entity in lieu of eminent domain, the following provisions will apply:

15.1.1. Termination

Any affected Pole License will automatically terminate as to the part taken or transferred on the date the permanent taking or transfer occurs, and the License Fee under the affected Pole License will be ratably reduced to account for the reduction in License Area.

15.1.2. Award

The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee will have no Claim against the City for the value of any unexpired Term of any Pole License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to the Equipment.

15.1.3. No Statutory Right to Terminate

The parties understand, acknowledge and agree that this Section 15.1 (Permanent Takings) is intended to fully govern the parties' rights and obligations in the event of a permanent taking. Licensee and the City each hereby waives and releases any right to terminate this Master License in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Laws to the extent applicable to this Master License.

15.2. Temporary Takings

Licensee will be entitled to a pro-rata abatement in the applicable License Fee to the extent that a temporary taking materially impairs Licensee's use of the License Area. Furthermore, in the event that the City receives an award, if any, in connection with such temporary taking, Licensee will receive the portion from the award that represents

compensation for the use or occupancy of the License Area during the Term but not to exceed the License Fees and Additional Fees payable by Licensee for the period of the taking, and the City will retain the balance of the award.

16. ASSIGNMENT AND OTHER TRANSFERS

16.1. General Restriction

Except as specifically provided in Section 16.3 (Permitted Assignments), Licensee shall not directly or indirectly assign its interests or rights, whether in whole or in part, in connection with this Master License, any Pole License or the License Area without the City's prior written consent. The City shall not unreasonably withhold, delay or condition its consent to any proposed Assignment; provided, however, that the parties acknowledge that the City may reasonably withhold its consent to any proposed Assignment at any time in which any monetary or other material default by Licensee under this Master License remains uncured.

16.2. Proposed Assignment Procedures

16.2.1. Proposed Assignment Notice

Other than with respect to a Permitted Assignment, in the event that Licensee desires to assign its interests or rights, whether in whole or in part, in connection with this Master License, any Pole License or the License Area, Licensee shall first send written notice (the "**Proposed Assignment Notice**") to the City, which states in detail the proposed terms and conditions for the Assignment and financial information sufficient to show that the proposed assignee (the "**Proposed Assignee**") has a demonstrated ability to perform all the obligations of Licensee under this Master License and any Pole License issued hereunder. In addition, upon a written request from the City, Licensee or the Proposed Assignee shall provide additional information, which includes without limitation financial statements, business track records, references and other information about Proposed Assignee that the City reasonably requires to fully evaluate Licensee's request and render an informed decision. In the event that Licensee does not provide all such information simultaneously with the Proposed Assignment Notice, the Proposed Assignment Notice shall not be deemed effective until Licensee delivers all such information as the City may reasonably require.

16.2.2. City Response

The City shall approve or disapprove any request for consent to an Assignment within 30 days after the City receives a complete Proposed Assignment Notice, or 30 days after the deemed-effective date if Licensee delivers an incomplete Proposed Assignment Notice as described in Section 16.2.1 (Proposed Assignment Notice) (in either case, the "**Assignment Response Period**"). The City shall not unreasonably withhold approval if the proposed assignee has a demonstrated ability to perform all the obligations of Licensee under this Master License and any Pole License issued hereunder. If the City

fails to respond within the Assignment Response Period, the request for consent will be deemed approved. If the City delivers to Licensee written consent to the proposed Assignment, then Licensee shall have 100 days from such written consent to complete the Assignment. The City's consent will be deemed revoked if Licensee fails to complete the proposed Assignment within the 100-day period; provided, however, that the 100-day period may be extended to a date certain in a written agreement, which the City shall not unreasonably refuse. Notwithstanding the foregoing or anything to the contrary in this Master License, Licensee may provide capacity to Licensee's customers using, or permit such customers to use, Equipment installed by Licensee without the consent and/or notification required in this Section provided that (i) Licensee remains solely responsible for such Equipment and (ii) such use by Licensee or Licensee's customers does not involve any physical changes to the Equipment other than changes permitted under Section 9.2.2 (Modifications).

16.3. Permitted Assignments

16.3.1. Definition

The City agrees that Licensee will be permitted to enter into an Assignment of this Master License and Pole Licenses issued under it (a "**Permitted Assignment**"), without the City's prior consent but with notice to the City as provided below, to: (i) an Affiliate; (ii) Licensee's subsidiary; (iii) an entity that acquires all or substantially all of Licensee's assets in the market in which the License Area is located (as the market is defined by the FCC under an order or directive of the FCC); (iv) an entity that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity that Controls Licensee, is Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

16.3.2. Conditions

A Permitted Assignment is subject to all the following conditions: (a) the Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area; (b) Licensee provides the City with notice 30 days before the effective date of Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the qualifications stated in Section 16.3.1; and (c) Licensee is in good standing under this Master License.

16.4. Effect of Assignment

No Assignment by Licensee, consent to Assignment by the City, or Permitted Assignment under Section 16.3 (Permitted Assignments) to any Proposed Assignee or other third party will relieve Licensee of any obligation on its part under this Master License, until and unless the Assignee signs a written agreement, in a form reasonably acceptable to the City, to unconditionally assume all Licensee's obligations under this Master License and any Pole License issued hereunder. Any Assignment that is not in

compliance with this Section 16 will be void and be a material default by Licensee under this Master License. The City's acceptance of any License Fee, Additional Fee, or other payments from a proposed Assignee will not be deemed to be the City's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Article.

16.5. Assumption by Assignee

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Pole License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee until and unless the Assignee signs a written agreement, in a form reasonably acceptable to the City, to unconditionally assume all Licensee's obligations under this Master License and any Pole License issued hereunder. No Assignment will be binding on the City unless Licensee or the Assignee delivers to the City evidence reasonably satisfactory to the City that the Assignee has obtained all required Regulatory Approvals necessary to operate the Equipment, a copy of the Assignment agreement (or other document reasonably satisfactory to the City in the event of a Permitted Assignment under Section 16.3 (Permitted Assignments)), and an instrument in recordable form that contains a covenant of assumption by such Assignee satisfactory in substance and form to the City, consistent with the requirements of this Article. However, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in Section 16.3 (Permitted Assignments), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section during the Term will be limited to \$2,000 for each request.

17. DEFAULT

17.1. Events of Default by Licensee

Any of the following will constitute an event of default under this Master License and any Pole Licenses issued under it: (1) Licensee fails to pay any License Fee or Additional Fees as and when due, if the failure continues for 10 days after the due date;; (2) Licensee fails to maintain all Regulatory Approvals required for the Permitted Use; (3) Licensee enters into an Assignment in violation of Section 16 (Assignment and Other Transfers); (4) Licensee interferes with the City's operations in violation of Section 27.1 (Licensee's Obligation Not to Cause Interference); (5) Licensee fails to maintain insurance as required by Section 19 (Insurance); (6) Licensee fails to cure noncompliance with the specified requirements of this Master License after initial and follow-up notices or to pay the Default Fees as set forth in Section 17.2.4 (Default Fees); (7) Licensee or the City fails to perform or comply with any other material obligation or representation made under this Master License; (8) except where otherwise permitted under this Master License, Licensee removes the Equipment or abandons the License

Area for a continuous period of more than 60 days, such that the License Area is no longer being used for the Permitted Use; or (9) any of the following occurs: (i) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (ii) an assignment by Licensee for the benefit of creditors; or (iii) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Laws, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within 60 days. With respect to subclauses (2), (6) and (7) of this Section 17.1, Licensee or the City as the case may be shall be deemed in default only if the failure to perform continues for 30 days after the date of notice from the City, or, if such failure to perform is not reasonably capable of cure within the 30-day period, Licensee or the City as the case may be fails to promptly undertake action to cure such failure to perform within such 30-day period and thereafter fails to use its best efforts to complete such cure within such reasonably necessary additional time (but in no event longer than 60 days after the Licensee's or the City's notice as the case may be). With respect to subclauses (3) and (5) of this Section 17.1, the cure period shall be 15 days.

17.2. City's Remedies

In addition to all other rights and remedies available to the City at law or in equity, the City will have the following remedies following the occurrence of an event of default by Licensee.

17.2.1. License Continuation

Without prejudice to its right to other remedies, the City may continue this Master License and applicable Pole Licenses in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Fees, Additional Fees, and other charges as they become due.

17.2.2. Pole License Termination

If a default specific to one or more Pole Licenses is not cured by Licensee within the applicable cure period, if any, specified in Section 17.1 (Events of Default by Licensee), the City may terminate each Pole License in default.

17.2.3. Master License Termination

If Licensee's default is of such a serious nature in the City's reasonable judgment that the default threatens public health or safety on a majority of the Poles licensed to Licensee, and the default or threatened danger to the public is likely to occur again in the future such that the City's Poles are no longer appropriate support structures for the Equipment or the Permitted Use, the City may terminate this Master License in whole or in part. Examples of reasons for termination may include, but are not limited to, malfunctions in the City's streetlights caused by or attributable to the Equipment and/or structural damage caused to the Poles such that the Poles would need to be replaced to be deemed safe.

Termination of this Master License in whole will terminate all Pole Licenses issued under it automatically and without the need for any further action by the City. In either case, the City will deliver notice to Licensee providing 30-days' notice of termination and specify the reason or reasons for the termination and whether the termination affects the entire Master License or only certain Pole Licenses in the notice. The City will specify the amount of time Licensee will have to remove the Equipment from any affected City Pole, which will be at least 60 days after the date of the City's notice. If Licensee does not remove the Equipment within the specified period, the City will be entitled to remove the Equipment from the City Pole. The City will have the right to make any terminated portion of the License Area available for license to other parties as of the effective date of the termination, even if the Equipment is still on the Pole.

17.2.4. Default Fees

Without limiting the City's other rights and remedies under this Master License, the City may require Licensee to pay Additional Fees for the City's administrative cost in providing notice or performing inspections for the events described below (each, a "**Default Fee**") by giving notice of the City's demand that Licensee cure the default and specifying the cure period. The Default Fee for the initial notice from the City will be due and payable to the City 10 days after delivery of notice to Licensee. In addition, if Licensee fails to cure the condition within the cure period set forth in the initial notice, and the City then delivers to Licensee a follow-up notice requesting compliance, then the Default Fee for the follow-up notice will be due and payable to the City 10 days after delivery of the follow-up notice to Licensee. Default Fees will apply to any of the following events: (1) Licensee constructs or installs any alteration or improvement without the City's prior approval to the extent required by Section 6 (Pole Licenses), Section 7 (Equipment Installation), or Section 7.3.1 (Alterations to City's Property) of this Master License; (2) Licensee fails to cure damage required by Section 9 (Licensee's Maintenance Obligations) on a timely basis; (3) Licensee fails to notify the City, through its project manager, before accessing the License Area or following the plan approval procedures as set forth in Section 7 (Equipment Installation); or (4) Licensee fails to provide evidence of the required bonds and insurance coverage described in Section 19 (Insurance) on a timely basis.

17.3. Cumulative Rights and Remedies

All rights and remedies under this Master License are cumulative, except as otherwise provided.

18. LICENSEE'S INDEMNIFICATION OBLIGATIONS

Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the City, its Agents, Invitees and their respective heirs, legal representatives, successors and assigns (the "**Indemnified Parties**"), harmless from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect (each a "**Claim**"), incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property

damage or other loss that occurred on or about the License Area caused by Licensee's or its Agents' or Invitees' authorized or unauthorized uses on or about the License Area in breach of this Master License; (2) any failure or refusal by Licensee to observe or perform any term, covenant or condition in this Master License to be observed or performed on Licensee's part; (3) Licensee's or its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the License Area; (4) any exposure to RF emissions or EMFs from the Equipment on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area caused by the events described in clauses (1), (2), (3) or (4) in this Section 18; or (6) any act, omission or negligence of Licensee, its Agents or Invitees in, on or about the License Area; all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties. In no event shall Licensee have any obligations under this Section 18 with respect to any Claim that arises from the Indemnified Parties' willful misconduct or negligence. Licensee's obligations under this Section 18 include, without limitation, reasonable fees, costs and expenses for attorneys, consultants and experts. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any Claim that actually or potentially falls within this Section 18, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the Indemnified Parties tender such Claim to Licensee and continues at all times until such Claim's final resolution. Licensee's obligations under this Section 18 will survive the expiration or termination of this Master License.

19. INSURANCE

19.1. Licensee's Insurance

As a condition to issuance of any Pole License, Licensee must provide proof of compliance with the insurance requirements in this Section except to the extent the City's Risk Manager agrees otherwise.

19.1.1. Required Coverages

Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages: (1) Commercial General Liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2 million combined single limit for each occurrence; (2) Worker's Compensation Insurance per California statutory limits with Employer's Liability Limits not less than \$1 million each accident or disease; (3) Commercial Automobile Liability Insurance with limit not less than \$1 million each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles; and (4) property damage insurance with a limit not less than \$50,000.

19.1.2. Required Endorsements

Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (1) name the City, its officers, agents, employees and volunteers as additional insureds; (2) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any Claims that arise in connection with this Master License; (3) that such insurance applied separately to each insured against whom a Claim is made or brought; (4) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; and (5) that such policies shall afford coverage for all Claims based on acts, omissions, injury or damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.

19.1.3. Cancellation Notices

All insurance policies required to be maintained by Licensee under this Master License shall be endorsed to provide written notice of cancellation for any reason, including without limitation intent not to renew or reduce coverage to both Licensee and the City. In the event that Licensee receives a notice of intent to cancel or notice of cancellation for any coverage required under this Master License, Licensee shall forward such notice to the City within one business day and promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under Section 19.1.7.

19.1.4. Claims-Made Policies

In the event that any required insurance under this Master License is provided under a claims-made form, Licensee shall continuously maintain such coverage throughout the Term and, without lapse, for three years after this Master License expires or terminates, to the effect that, should any event during the Term give rise to a Claim brought after this Master License expires or terminates, such Claims will be covered under Licensee's claims-made policies.

19.1.5. General Aggregate Limit

The general aggregate limit for any required insurance under this Master License must be double the per-occurrence or Claims limits specified in Section 19.1 when coverage includes a general annual aggregate limit or provides that Claims investigation or legal defense costs will be included in such general annual aggregate limit.

19.1.6. Certificates

On or before the Effective Date, Licensee shall deliver to the City all insurance certificates and additional insured endorsements from Licensee's insurance providers in a form satisfactory to the City that evidences all the required coverages under this Master License, together with complete copies of all policies. In addition, Licensee shall promptly

deliver to the City all certificates and policies after Licensee receives a request from the City.

19.1.7. Insurer Qualifications

Licensee's insurance providers must be licensed to do business in California and must meet or exceed an A.M. Best's Key Rating A-X or its equivalent.

19.1.8. Effective Dates

The City shall not authorize Licensee to install any Equipment on any Pole until and unless all insurance coverages required to be carried by Licensee under this Master License have been obtained. Licensee shall ensure that all insurance coverages required to be carried by Licensee under this Master License remain in effect at all time until all Equipment has been removed from the License Area. The requirements in this Section 19.1.8 (Effective Dates) shall survive the expiration or termination of this Master License.

19.1.9. Licensee's Self-Insurance Alternative

Licensee shall not be permitted to meet its insurance obligations under this Master License through self-insurance without prior written consent from the City, which the City may withhold in its sole discretion for any or no reason. In the event that the City consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed an amendment or implied waiver to any other requirement in this Master License. Any amendment to any insurance requirement must be in a written agreement.

19.1.10. No Limitation on Indemnification Obligations

Licensee's insurance obligations under this Section 19 in no way relieves or decreases Licensee's liability under Section 18 (Licensee's Indemnification Obligations) or any other provision in this Master License.

19.2. City's Insurance

Licensee acknowledges that the City self-insures against casualty, property damage and public liability risks. The City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and will not be required to carry any third party insurance with respect to the License Area or otherwise.

19.3. Subrogation Waiver

The City and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master

License or is actually covered by insurance obtained by the waiving party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

19.4. Contractors' Bonds and Insurance

Licensee shall require its contractors that install, maintain, repair, replace or otherwise perform any work on or about the License Area: (1) to provide bonds to guarantee the performance of the work and the payment of subcontractors and suppliers for any installation of Equipment, and (2) to have and maintain insurance of the same coverage and amounts as required of Licensee.

20. LIMITATIONS ON THE CITY'S LIABILITY

20.1. General Limitations on the City's Liability

Except where otherwise provided in this Master License, the City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the City and its Agents and releases the City and its Agents from, all Claims from any cause (except to the extent caused by the sole negligence or willful misconduct of the City, its Agents or Invitees (other than Licensee or any third parties acting for Licensee or at Licensee's direction)), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about the License Area or other City Property.

20.2. Consequential Damages

Licensee expressly acknowledges and agrees that the License Fees and Additional Fees payable under this Master License do not take into account any potential liability of the City for consequential or incidental damages. The City would not be willing to enter into this Master License or issue any Pole Licenses in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of the City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License and as a material part of the consideration for this Master License, the parties agree that neither party will be liable to the other in connection with this Master License or any Pole License for any consequential, special, indirect or incidental or punitive damages (including lost revenues, loss of equipment, interference, interruption or loss of service, or loss of data, inconvenience, disturbance, lost business, nuisance or other damages) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

20.3. No Relocation Assistance

This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*) or similar Law upon any termination of occupancy except as provided in Section 15 (Condemnation). To the extent that any relocation law may apply, Licensee waives, releases and relinquishes forever any and all Claims that it may have against the City for any compensation from the City except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

20.4. Non-Liability for City Officials, Employees and Agents

No elective or appointive board, agency, member, officer, employee or other Agent of the City will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of the City under this Master License.

20.5. Licensee's Waiver

Licensee acknowledges the City's rights under this Section and waives any Claims arising from the City's exercise of such rights. In connection with the releases and waivers under Section 9.1.3 (No Right to Repair), Section 14.1.1 (Election to Repair or Replace Damaged Pole), Section 15.1.3 (No Statutory Right to Terminate), Section 19.3 (Subrogation Waiver), Section 20.1 (General Limitations on City's Liability), Section 20.2 (Consequential Damages), Section 20.3 (No Relocation Assistance), Section 8.1 (City's Access to License Areas), Section 23.3 (Application) and any other waiver by Licensee under this Master License, Licensee acknowledges that it is familiar with section 1542 of the California Civil Code, which reads:

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

Licensee realizes and acknowledges that the waivers and releases contained in this Master License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated Claims. Licensee affirms that it has agreed to enter into this Master License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code section 1542 and any similar Law. The releases and waivers contained in this Master License will survive its expiration or earlier termination.

21. RECORDS

21.1. Accounting Records

Licensee shall maintain throughout the Term and for at least three years after this Master License expires or terminates the following records in physical format at Licensee's place of business within the State of California and in an electronic format: (1) site identification and location for all Poles under active Pole Licenses; (2) the amount and payment date for all License Fees paid to the City pursuant to this Master License; (3) all Regulatory Approvals issued in connection with the Equipment on Poles; and (4) all correspondence with the City in connection with any matter covered under this Master License. The City, or its designee, will have the right to inspect and audit Licensee's records at Licensee's place of business during regular business hours on 10 days' notice to Licensee, provided, however, that said inspection and audit shall not occur more than once every calendar year.

21.2. Estoppel Certificates

Licensee, at any time and from time-to-time on not less than 30 days' notice from the City, shall execute, acknowledge and deliver to the City or its designee, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for non-acceptance); (b) the Commencement Dates of any Pole Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Pole Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) whether any of the City's obligations under this Master License are outstanding (and if so, identifying any City obligations that Licensee believes that the City has failed to meet).

22. RULES AND REGULATIONS

At all times throughout the Term, Licensee shall faithfully comply with any and all reasonable rules, regulations and instructions that the City may from time-to-time establish and/or amend with respect to the License Area.

23. SURETY BOND

23.1. Provision of Surety Bond

The City may require Licensee to furnish a surety bond in the amount of **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** (the "**Surety Bond**") as security to provide recourse for the City (at its option) in the event of a default in the performance of any of Licensee's obligations under this Master License. Such bond shall be with a company

and in a form and amount reasonably satisfactory to the City Manager and the City Attorney.

23.2. Replenishment of Surety Bond

In the event that the City applies or uses the Surety Bond in whole or in part to cure any default by Licensee under this Master License or any Pole License, Licensee shall replenish the Surety Bond in the amount and on the date specified in a written notice to Licensee. The City may, in the City's reasonable judgment, require Licensee to increase the Surety Bond amount from time-to-time when the City determines that Licensee's past acts or omissions in connection with the License Area warrants additional security.

23.3. Application

Licensee agrees that the City may use the Surety Bond in whole or in part to remedy any damage to the License Area caused by Licensee, its Agents or Invitees or any failure by Licensee to perform any term, covenant or condition in this Master License or any Pole License (including without limitation any failure to pay any License Fee or other sums due under this Master License or any Pole License either before or after any default). In the event that the City uses the Surety Bond in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever. Licensee expressly waives any rights it may have under California Civil Code section 1950.7 or any similar Law and agrees that the City may retain from the Surety Bond any portion reasonably necessary to compensate the City for any foreseeable or unforeseeable loss or damage caused by Licensee's, its Agents' or Invitee's acts or omissions.

24. SURRENDER OF LICENSE AREA

24.1. Surrender

No later than 60 days after the Expiration Date or other termination of this Master License or any Pole License, Licensee shall peaceably remove the Equipment from the applicable portion of the License Area (except for any fiber optic cable to which the City will obtain title under Section 7.8 (Title to Equipment and Other Improvements)), repair any damages caused by the removal work and surrender the applicable portion of the License Area to the City in good order and condition, normal wear and tear and casualty excepted, free of debris and hazards, and free and clear of all liens and encumbrances. Licensee's obligations under this Section 24.1 will survive the Expiration Date or other termination of this Master License.

24.2. Abandonment

At its option, the City may deem any items of the Equipment that remain on a City Pole or otherwise on the License Area or other City Property more than 30 days after the Expiration Date of this Master License to be abandoned and in such case the City may

dispose of the abandoned Equipment in any lawful manner after expiration of a 60-day period initiated by the City's notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 *et seq.* and similar provisions of the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

24.3. Holding Over

Any holding over after the Expiration Date with the express consent of the City will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Fee equal to 150% of the License Fee in effect immediately before the Expiration Date, and the Master License otherwise will be on its express terms and conditions.

Any holding over without the City's consent will be a default by Licensee and entitle the City to exercise any or all of its remedies, even if the City elects to accept one or more payments of License Fees, Additional Fees or other amounts payable to the City from Licensee after the Expiration Date.

25. HAZARDOUS MATERIALS

25.1. Hazardous Materials in License Area

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning and maintenance of the Equipment that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled and used in compliance with Environmental Laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about the License Area or other City Property.

25.2. Licensee's Environmental Indemnity

If Licensee breaches any of its obligations contained in this Section, or if any act, omission, or negligence of Licensee or any of its Agents or Invitees results in any contamination of the License Area or other City Property, or in a Release of Hazardous Material from, on, about, in or beneath any part of the License Area or other City Property, or the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless the City, including the its Agents, and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space in the License Area or other

City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City Property by Licensee or any of its Agents or Invitees and to restore the License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified Parties from any Claim that actually or potentially falls within this Indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes the Release of any Hazardous Material on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified Party, take any and all necessary actions to return the License Area or other City Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Material.

26. TERMINATION

26.1. Termination for Failure to Obtain Regulatory Approvals

In the event that Licensee cannot obtain all Regulatory Approvals required for any Pole License after one year from the subject Pole License effective date, then either the City or Licensee may terminate that Pole License on 60 days' notice to the other party delivered within 10 days after the first anniversary of that Pole License's effective date. The parties agree that the Commencement Date will be deemed to have not occurred for any Pole License terminated under this section, and Licensee will have no obligation to pay the applicable License Fee for that Pole License.

26.2. Licensee's Termination Rights

26.2.1. Master License Termination Rights

Licensee may, in Licensee's sole discretion, terminate this Master License on one year's written notice to the City at any time after the Effective Date, or upon any uncured breach of this Master License by the City.

26.2.2. Pole License Termination Rights

Licensee may, in Licensee's sole discretion, terminate any Pole License on 30 days' written notice to the City at any time without any further liability for any License Fees attributable to the subject Pole License so long as Licensee is not in default with respect to the subject Pole License, provided, however, that Licensee shall not be entitled to a refund of any Pole License Fee it has paid for the year in which said termination occurs.

26.2.3. Termination Rights after Pole Replacement

In the event that the City exercises its absolute right to replace any Pole, the City shall provide Licensee with at least 60 days' notice. Within 90 days after Licensee receives notice from the City, Licensee may elect to either (1) install the Equipment on the replacement Pole at Licensee's sole cost and expense or (2) terminate the applicable Pole License as to the replacement Pole.

26.3. City's Absolute Right to Terminate Pole Licenses

The City has the absolute right to terminate any Pole License on 30 days' written notice to Licensee when the City determines, in the City's reasonable discretion, that Licensee's continued use of the License Area materially and adversely affects or threatens public health and safety, constitutes a nuisance, materially interferes with the City's municipal functions or requires the City to maintain a Pole no longer necessary for the City's purposes.

26.4. Licensee's Rights after Termination

In the event that the City terminates any Pole License for reasons unrelated to Licensee's failure to perform its obligations under this Master License, the City shall refund any pre-paid Licensee Fee on a pro-rata basis, and Licensee shall not have any further liability for the License Fee. In addition, the City shall prioritize Licensee's Pole License Application for any Pole License to replace the terminated Pole License; provided, however, that (1) the City shall prioritize only as many Pole License Applications as Pole Licenses terminated by the City and (2) the City's prioritization will not affect Licensee's obligations under this Master Agreement.

27. INTERFERENCE

27.1. Obligation Not to Cause Interference

Licensee will not operate or maintain the Equipment in a manner that interferes with or impairs other communication (radio, telephone and other transmission or reception) or computer equipment lawfully used by any person, including the City or any of its Agents. Such interference will be an event of default under this Master License by Licensee, and upon notice from the City, Licensee shall be responsible for eliminating such interference promptly and at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference with or impairment of City operations. If Licensee does not cure the default promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the City will have the right to bring an action against Licensee to enjoin such interference or to terminate all Pole Licenses where the Equipment is causing interference or impairment, at the City's election. Notwithstanding any other provision of this Master License, City agrees that City and/or any other user, tenant or licensee of a License Area shall be permitted to install only such equipment that is of the type and frequency which will not cause interference to the Equipment. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the previous sentence, and, therefore, Licensee shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

27.2. Impairment Caused by Change in City Use

Subject to City's obligations under Section 27.1 of this Master License, if any change in the nature of the City's use of the License Area during the Term results in measurable material adverse impairment to Licensee's normal operation of the Equipment making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. Upon receipt of such notice, the City will have the right to make its own reasonable determination and, if it agrees with Licensee, investigate whether it can reasonably and economically mitigate that interference. The City will provide notice to Licensee of the City's determination within 15 days of receiving Licensee's notice hereunder.

If the City determines in its sole discretion that mitigation is feasible and can be achieved for a reasonable cost in the City's reasonable judgment, the City's notice will specify when the City will mitigate the adverse effect. The City's mitigation will effect a cure, and the City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment.

If the City determines in its sole discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the City's reasonable judgment, Licensee may elect either to: (1) terminate the Pole License as to the affected City Pole and receive a ratable reduction in the License Fee; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the City Pole, and receive from the City a

waiver of the License Fee for the first six months of the following License Year under the affected Pole License to offset the cost of mitigation.

Licensee agrees that the City's temporary and partial abatement or waiver of the License Fee under this Section 27.2 will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise or be related to the adverse effects. Under no circumstances may the City be required to alter its operations at the identified City Pole or provide a replacement City Pole to Licensee.

27.3. Impairment Caused by City Access

Licensee agrees that it will not be entitled to any abatement of License Fees if the City exercises its rights of access under Section 8.1 (City's Access to License Area) unless the City's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of more than 10 days, in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected City Pole.

28. MISCELLANEOUS PROVISIONS

28.1. Notices

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given under this Master License must be written and delivered through (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO CITY: City of Antioch
City Manager
P.O. Box 5007
Antioch, California 94531-5007
Telephone: 925-779-7011
Facsimile: 925-779-7003

with a copy to: City of Antioch
City Attorney
P.O. Box 5007
Antioch, California 94531-5007
Telephone: 925-779-7015
Facsimile: 925-779-7003

TO LICENSEE:

Mobilitie, LLC
Attn: Legal Department
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Telephone: (877) 999-7070
Facsimile: (949) 274-7552
Email: legal@mobilitie.com

with a copy to:

Mobilitie, LLC
Attn: Asset Management
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Telephone: (877) 999-7070
Facsimile: (949) 274-7552
Email: assetmgmt@mobilitie.com

All notices under this Master License will be deemed to have been delivered: (i) two days after deposit if delivered by certified mail; (ii) the date delivery is made by personal delivery or overnight delivery; or (iii) the date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

28.2. Waiver; No Implied Waivers

No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by the City or any of its Agents of full or partial payment of License Fees or Additional Fees during the continuance of any such breach will constitute a waiver of such breach or of the City's right to demand material compliance with such term, covenant or condition, or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. The City's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure the City's consent in any other or future instance under the terms of this Master License.

28.3. Amendments

No part of this Master License (including all Pole Licenses) may be changed, waived, discharged or terminated orally, nor may any breach thereof be waived, altered or modified, except by a written instrument signed by both parties.

28.4. Interpretation

The following rules of interpretation apply to this Master License.

28.4.1. General

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of "indemnify" applies to "indemnity," "indemnification," etc.).

28.4.2. Multi-party License

If there is more than one Licensee, the obligations and liabilities under this Master License imposed on Licensee will be joint and several among them.

28.4.3. Captions

The captions preceding the sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

28.4.4. City Actions

All approvals, consents or other determinations permitted or required by the City under this Master License will be made by or through the Public Works Director/City Engineer or his or her designee, unless otherwise provided in this Master License or by the City Charter or any City ordinance.

28.4.5. Words of Inclusion

The use of the term "including," "such as," or words of similar import when following any general or specific term, statement or matter may not be construed to limit the term, statement or matter to the stated terms, statements or matters, whether or not language of non-limitation, such as "including, but not limited to" and "including without limitation" are used. Rather, the stated term, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest scope of the term, statement or matter.

28.4.6. Laws

References to all "Laws," including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date and as they are amended, replaced, supplemented, clarified, corrected or superseded at any time while any obligations under this Master License or any Pole License are outstanding, whether or not foreseen or contemplated by the parties.

28.5. Successors and Assigns

The terms, covenants and conditions contained in this Master License bind and inure to the benefit of the City and Licensee and, except as otherwise provided herein, their successors and assigns.

28.6. Brokers

Neither party has had any contact or dealings regarding the license of the License Area, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the license contemplated herein ("**Broker**"), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. In the event that any Broker perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, Licensee shall indemnify the City from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

28.7. Severability

If any provision of this Master License or the application thereof to any person, entity or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License.

28.8. Governing Law; Venue

This Master License must be construed and enforced in accordance with the laws of the State of California and the City Charter, without regard to the principles of conflicts of law. This Master License is made, entered and will be performed in the City of Antioch, County of Contra Costa, State of California. Any action concerning this Master License must be brought and heard in Superior Court for the County of Contra Costa.

28.9. Attorneys' Fees

In the event the City prevails in an action to enforce its rights under this Master License or individual Pole License, the City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

28.10. Time for Performance

Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. "Business day" means a day other than a Saturday, Sunday or a bank or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

28.11. Survival

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that expressly survives termination.

28.12. Recording

Licensee agrees not to record this Master License, any Pole License or any memorandum or short form of any of them in the Official Records of the County of Contra Costa.

28.13. Counterparts

This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

28.14. Approval Authority

Each person signing this Master License and any Pole License on behalf of City and Licensee, respectively, warrants and represents that: (i) he or she has the full right, power and capacity to act on behalf of City and Licensee, respectively, and has the authority to bind City and Licensee, respectively, to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (ii) each of City and Licensee, respectively, is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) each of City and Licensee, respectively, has full right and authority to enter into this Master License and Pole Licenses. Upon the City's request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the representations and warranties above.

28.15. Public Records Disclosure

Licensee acknowledges that City is a public entity under the laws of the State of California. Furthermore, the parties acknowledge that this Master License and any Pole License constitutes a public record that City must publicly disclose under (i) the California Public Records Act, California Government Code Sections 6250 *et seq.*; (ii) Title 17, California Code of Regulations Sections 91000 *et seq.*; (iii) Article I, Section 3, of the California State Constitution; and (iv) any other law or regulation that may require public entities to disclose public records, which includes without limitation 47 U.S.C. § 253(c).

[END OF MASTER LICENSE – SIGNATURES APPEAR ON NEXT PAGE]

The City and Licensee executed this Master License as of the date last written below:

THE CITY:

City of Antioch,
a California municipal corporation

By: _____

Its: _____

Date: _____

LICENSEE:

Mobilitie, LLC,
a Nevada limited liability company

By:  _____

Its: SVP, GENERAL COUNSEL

Date: 7/12/17

APPROVED AS TO FORM:

By: _____
Michael G. Vigilia
City Attorney

Date: _____

**APPROVED BY CITY COUNCIL
RESOLUTION NO. _____**

ATTEST:

By: _____
Arne Simonsen
City Clerk

Date: _____

[END OF SIGNATURES – EXHIBITS AND SCHEDULES APPEAR ON NEXT PAGE]

EXHIBIT A

FORM OF POLE LICENSE AGREEMENT

POLE LICENSE NO. _____

Pursuant to that certain Master License between the City of Antioch, a California municipal corporation (the "**City**") and Mobilitie, LLC, a Nevada limited liability company ("**Licensee**"), Licensee submits to the City two partially executed counterparts of this Pole License, together with all the following materials listed below, as its Pole License Application in accordance with Section 6 (Pole Licenses) under the Master License:

1. Exhibit A-1, which designates all Pole Locations that Licensee seeks to be included in the License Area under this Pole License;
2. Exhibit A-2, which includes complete, detailed and final plans and specifications for all Equipment to be installed in the License Area, subject to Regulatory Approvals;
3. an Administrative Fee equal to [*\$500 multiplied by number of pole locations*];
4. an RF Compliance Report, if not previously provided;

Licensee acknowledges that: (1) this Pole License will not be effective until the City returns a fully executed copy to Licensee; (2) the City may require Licensee to supplement the Administrative Fee on conditions specified in Section 4.3 under the Master License; (3) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (a) submitted a complete Acknowledgment Letter to the City with all information and funds required; (b) submitted insurance information to the City as specified in Exhibit A-3; and (c) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Pole License is executed and effective on the last date written below and, upon full execution will be the City's authorization for the City to begin its review of the Pole Locations and plans and specifications proposed in this Pole License application.

THE CITY:

City of Antioch,
a California municipal corporation

By: _____

Its: _____

Date: _____

LICENSEE:

Mobilitie, LLC,
a Nevada limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT A-1

POLE LOCATIONS / LICENSE AREA

Pole License No. ____

[Licensee to list all proposed Pole Locations requested in this Pole License Application]

EXHIBIT A-2

LICENSEE'S PLANS AND SPECIFICATIONS

Pole License No. _____

[Licensee to attach all plans and specifications for all Equipment proposed to be installed
at all proposed Pole Locations]

EXHIBIT A-3

FORM OF ACKNOWLEDGEMENT LETTER

[Licensee to complete and submit with Pole License Application]

[insert date]

City of Antioch Third &
"H" Streets Antioch,
California 94509
Attn: City Manager

RE: Pole License No. ____

Dear City Manager:

This letter will confirm the following: (1) that Licensee has obtained all the Regulatory Approvals required for the Permitted Use under this Pole License, copies of which are attached to this letter, as specified below; and (2) the Commencement Date of this Pole License is [insert date], which is the first day of the month after Licensee obtained all Regulatory Approvals.

This letter also confirms that Licensee has submitted all required insurance information to the City.

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment on the License Area by signing and returning a copy of this letter.

Sincerely,

Name:

Title:

Enc.

- [insert all required Regulatory Approvals]
- Insurance certificates
- Contractor's bonds and insurance certificates
- First License Year's License Fee

SCHEDULE A-4

LICENSE FEE AND DEFAULT FEE SCHEDULE

Pole License No. __

LICENSE FEE SCHEDULE	
annual License Fee per City Pole	Amount
2017	\$2,000
2018	\$2,060
2019	\$2,121.80
2020	\$2,185.45
2021	\$2,251.02
2022	\$2,318.55
2023	\$2,388.11
2024	\$2,459.75
2025	\$2,533.54
2026	\$2,609.55
2027	\$2,687.83

DEFAULT FEE SCHEDULE		
VIOLATION	INITIAL NOTICE	EACH FOLLOW-UP NOTICE
unauthorized installations	\$350	\$400
failure to make required repairs	\$300	\$350
access violations	\$300	\$350
insurance violations	\$300	\$350

EXHIBIT B

PRE-APPROVED DESIGN(S)

Photo Simulation Proposal

Site ID/Candidate ID: 0085020R-A / 0085020R-A
Date: 04/12/17

Installation Category: Small Cell
Site Description: Existing Right of Way
Simulated Views: 2

Pole Type: New Steel Pole
Location: S. De Anza Blvd & Pacifica Dr.
Cupertino, CA 95014



Simulation Viewing Locations   Lat/Long: 37.316368/ -122.032121



Sample Proposed Configuration

ATTACHMENT B

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 0085020R-A
Candidate ID: 0085020R-A
Pole Type: New Steel Pole
Location: S De Anza Blvd & Pacifica Dr
Cupertino, CA 95014



Date: 04/12/17

Page: 2 of 3

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: **0085020R-A**
Candidate ID: **0085020R-A**
Pole Type: New Steel Pole
Location: S De Anza Blvd & Pacifica Dr
Cupertino, CA 95014



Date: 04/12/17

Page: 3 of 3

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only.
It is not to be used for construction purposes, and should be used
for esthetic consideration for the proposed installation.

Site ID: **008502OR-A**
Candidate ID: **008502OR-A**
Pole Type: New Steel Pole
Location: S De Anza Blvd & Pacifica Dr
Cupertino, CA 95014



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2017

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Authorization to Amend Code Enforcement Consultant Contract with TRB & Associates to Extend the Expiration Date of the Contract to June 30, 2018 and Increase the Not to Exceed Amount by \$250,000

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to amend the Code Enforcement Consultant contract with TRB & Associates (TRB) to extend the expiration date of the contract to June 30, 2018 and increase the not to exceed amount by \$250,000. This would bring the total contract amount beginning July 1, 2016 and ending June 30, 2018 to \$450,000.

STRATEGIC PURPOSE

These actions are essential to continue to meet the expectations of Strategic Plan Long Term Goal D-3: To grow the Code Enforcement staff in number and efficiency.

FISCAL IMPACT

The contract is included in the Code Enforcement General Fund budget specifically for Code Enforcement Pro Active Services. The budget was adopted on June 27, 2017 with Resolution 2017/82.

DISCUSSION

As part of the 2017-2019 budget approval process, the Council expressed a strong desire to more aggressively attack the issue of blighted neighborhoods and corridors in the City. Their decision to invest the necessary resources toward this program would result in hiring two full-time contract Code Enforcement Officers who's exclusive responsibility would be to inspect and notice properties, of all zoning types, that do not maintain their exterior appearance and upkeep in accordance with the requirements of the City Code.

The City has contracted with TRB & Associates for the past year to provide Code Enforcement Manager and Housing Inspection services. The Code Enforcement Division currently has one Code Enforcement Manager, three full time officers and two

General Laborers on staff. In addition, there is one Development Services Technician providing administrative support for the Division.

Mike Aguirre, an employee of TRB, has served as a contract Code Enforcement Officer with the City of Antioch for the majority of the past five years and is currently acting in that capacity. Mr. Aguirre is available, knowledgeable about the community, knows the City process and case tracking program and has a positive working relationship with various City Departments. He is well versed in all aspects of Code Enforcement.

Due to current staffing level, the Code Enforcement Division of the Community Development Department operates in a complaint-driven capacity, able to enforce Antioch Municipal Code violations on commercial and residential properties in the City with minimal proactive enforcement activity. Proactive Code Enforcement activity provides a more balanced effort of compliance throughout our community, increases the quality of life, health, and property in the City, and improves the overall general appearance of the City.

This amendment with TRB allows the City to retain the current contract Code Enforcement Officer and grow the Division by one additional contract Code Enforcement Officer. With this increase in staff, the Code Enforcement Division will begin to proactively patrol and monitor the City's main thoroughfares, corridors, business districts, and neighborhoods for violations of the Antioch Municipal Code. Locations with unreported violations such as inoperable vehicles, accumulation of trash and rubbish, as well as any hazardous conditions, will be identified through these proactive patrols and will be brought into compliance.

The City met and conferred with OE3 on outsourcing this work. The results were that the contract with TRB will be for one year and if we need to extend the contract to June 30, 2019, we will meet and confer before doing so.

Council approval is requested to amend the existing Code Enforcement Consultant contract to extend the expiration date of the contract to June 30, 2018 and increase the not to exceed amount by \$250,000 for a total of \$450,000. This continuation of our consultant resources will allow the City to continue to provide essential and previously directed services to our community in an effective and efficient manner.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2017/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING AN AMENDMENT TO THE CODE ENFORCEMENT CONSULTANT CONTRACT WITH TRB & ASSOCIATES TO EXTEND THE EXPIRATION DATE OF THE CONTRACT TO JUNE 30, 2018 AND INCREASE THE NOT TO EXCEED AMOUNT BY \$250,000 FOR A TOTAL OF \$450,000

WHEREAS, on July 27, 2016, the City of Antioch and TRB & Associates entered into an Agreement to provide contract Code Enforcement Consultant services; and

WHEREAS, the City met and conferred with OE3 regarding this action; and

WHEREAS, this amendment allows the City to begin proactive patrols of the City's main thoroughfares, corridors, business districts, and neighborhoods for violations of the Antioch Municipal Code.

WHEREAS, Proactive Code Enforcement activity provides a more balanced effort of compliance throughout our community, increases the quality of life, health, and property in the City, and improves the overall general appearance of the City

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch authorizes the City Manager to amend the Code Enforcement Consultant contract with TRB & Associates to extend the expiration date of the contract to June 30, 2018 and increase the amount not to exceed four hundred fifty thousand dollars (\$450,000), in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 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 August 22, 2017

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Resolution Approving a New Class Specification of Registered Veterinary Technician, assigning a Salary Range and Assigning the Classification to the Operating Engineers Local Union No. 3 Bargaining Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the class specification of Registered Veterinary Technician; and
- 2) Assigning the Registered Veterinary Technician classification to a salary range and assigning the classification to the Operating Engineers Local Union No. 3 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: Attract and hire highly qualified candidates to fill funded vacant positions. **Short Term Objective:** Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

The new class specification of Registered Veterinary Technician will be assigned a monthly salary range of \$3,631 - \$4,414. The salary range (without benefits) for one (1) full-time Registered Veterinary Technician is \$43,572 - \$52,968. The estimated total annual range of cost of funding (1) Registered Veterinary Technician is (Step A – Step E) \$65,023 - \$79,036. This position and funding was approved by the City Council on February 14, 2017.

DISCUSSION

On February 14, 2017, Captain Tammany Brooks submitted and presented a staff report to the City Council the subject was Antioch Animal Services Update. The staff

report stated that Antioch Animal Services has utilized the veterinary services of East Hills Veterinary Hospital (EHVH) since 2007. This contract expired on August 1, 2016, and these services are now being performed on a “pay as we go” basis.

ARF’s recommendations is to bring veterinary care back in-house by hiring a part-time shelter Doctor of Veterinary Medicine (DVM) to provide routine care for animals, as well as a full-time Registered Veterinary Technician (RVT) to implement intake and treatment protocols and assist with animal flow tasks, oversight of intake process and treatment plans, daily rounds, and training for staff.

ARF has also put forward that it will fully fund the costs to bring in a part-time shelter DVM, as well as a full-time RVT, for nine (9) months.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Registered Veterinary Technician Class Specification

RESOLUTION NO. 2017/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR REGISTERED VETERINARY
TECHNICIAN, ASSIGNING A SALARY RANGE AND ASSIGNING THE
CLASSIFICATION TO THE OPERATING ENGINEERS LOCAL
UNION NO. 3 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 Registered Veterinary Technician is needed; and

WHEREAS, the recommended salary range for the Registered Veterinary Technician classification is \$3,631 - \$4,414 per month; and

WHEREAS, the Operating Engineers Local Union No. 3 Bargaining Unit has reviewed and approved the class specification; and

WHEREAS, the Registered Veterinary Technician class specification will be assigned to the Operating Engineers Local Union No. 3 Bargaining Unit; and

WHEREAS, the City Council approved the position and funding at the regular City Council meeting on February 14, 2017.

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 Registered Veterinary Technician, attached hereto as Exhibit "A"; be approved; and

Section 2. That the Registered Veterinary Technician classification be assigned a monthly salary range of \$3,631 - \$4,414; and

Section 3. That the Registered Veterinary Technician classification be assigned to the Operating Engineers Local Union No. 3 Bargaining Unit.

* * * * *

RESOLUTION NO. 2017/**

August 22, 2017

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

REGISTERED VETERINARY TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision or instruction by veterinarian, provides high quality medical care and treatment to animals; monitors the general health of the animal population at the Shelter, administers emergency treatment and follow-up care, assists with spay/neuter surgeries and other medical procedures and treatments, maintains the kennels in a sanitary condition, and performs related duties as assigned.

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. Performs physical examinations and administers emergency treatment of animals and records findings; examines animals to determine breed and approximate age; evaluates health of animals and determines which animals have priority for medical care; recommends further evaluation such as x-rays and skin scrapings.
2. Receives reports from shelter staff regarding health status of animals and follows up with examinations; treats animals and administers vaccinations under the supervision of a veterinarian; monitors health of animals in quarantine; records all treatment and vaccinations on paperwork and in the computer record for each animal.
3. Orders and maintains inventory of controlled substances, medical and shelter supplies, and medications; confers with staff and veterinarians regarding supply needs; distributes and monitors usage of controlled substances; reconciles logs of controlled substances; oversees proper use of euthanasia solution and pre-anesthetics; provides training for staff as needed.
4. Assists veterinarian with examinations; restrains animals during examinations; makes observations on the health of sheltered animals and reports to Shelter Manager and consults with shelter veterinarian; communicates medical information to staff, volunteers and clients; generates list of animals to be seen by veterinarian; schedules animals for spay or neuter surgery; obtains cost estimates for outside treatment.
5. Administer anesthesia, apply casts and splints, perform dental extractions, and suture existing skin incisions.
6. Perform venipuncture, digital radiographs and laboratory tests.

7. Under the supervision of a veterinarian, prepare patients for surgery and assist in surgery.
8. Obtains and prepares laboratory specimens for rabies testing; ensures that rabies specimens are handled, transported, and disposed of in accordance with all applicable procedures and protocols in order to protect public safety.
9. Assists in the determination of adoptability; recommends animals for foster care as appropriate; prepares or has input on the selection of animals for euthanasia; assists with or performs euthanasia.
10. Plans, assigns, and reviews the work of kennel staff in feeding, watering, cleaning, and disinfecting of animals in the Shelter.
11. Follow established procedures governing safe work practices include, but not limited to, wearing protective clothing and/or equipment when necessary.
12. Communicate effectively with staff, volunteers and community in a professional, pleasant, respectful, courteous and tactful manner at all times.
13. Must be able to perform duties independently with minimal or no direct supervision.

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:

- Methods, techniques, and medication used in the care and treatment of animals.
- Physical and behavioral characteristics of common domestic animals.
- Characteristics of common diseases.
- Spay and neuter surgical procedures and techniques.
- Proper techniques for preparation, handling, and disposal of rabies specimen test samples.
- Proper euthanasia procedures.
- Basic animal care and nutritional needs.
- Shelter sanitation procedures.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

- Handle animals properly and perform work in a humane manner.
- Perform euthanasia of animals.
- Recognize symptoms of rabies and other common diseases and injuries in animals.
- Keep accurate records of treatment.

- Monitor shelter sanitation and kennel staff
- Maintain effective working relationships with those encountered in the course of work.
- Communicate effectively with staff, volunteers and community in a professional, pleasant, respectful, courteous and tactful manner at all times.

Education and Experience Guidelines

Education/Training:

High school graduation or equivalent.

Experience:

Minimum of Two (2) years of full time (or the equivalent of full time) experience as a licensed Registered Veterinary Technician.

License or Certificate:

Possess and maintain a valid certification as a Registered Veterinary Technician issued by the State of California Veterinary Medical Board.

Possess and maintain a valid California Motor Vehicle Operator's license. Out of State valid Motor Vehicle Operator's License will be accepted during the application process.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in an office, kennel, and field environment; exposure to a variety of domestic and wild animals; exposure to infectious animal diseases, animal wastes, animal bites, and allergens.

Physical: Primary functions require sufficient physical ability and mobility to exert physical strength when handling animals and livestock; ability to humanely restrain animals when necessary; assess medical and behavior changes in animals both visually and audibly; 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 moderate to heavy amounts of weight; to operate office equipment including use of a computer keyboard; to operate assigned equipment and vehicle; and to verbally communicate to exchange information.

FLSA: Non-exempt

Created: July 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.