



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

ANNOTATED AGENDA

for

SEPTEMBER 25, 2018

Antioch City Council
Regular Meeting

Including the Antioch City Council
acting as Housing Successor 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, CMC, City Clerk
James D. Davis, 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, City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

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

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *BOARD OF ADMINISTRATIVE APPEALS, ALTERNATE MEMBER*
- *SALES TAX CITIZENS' OVERSIGHT COMMITTEE*

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

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 28, 2018

STAFF REPORT

Approved, 3/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 11, 2018

Approved, 3/0

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

STAFF REPORT

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

C. APPROVAL OF COUNCIL WARRANTS

Approved, 3/0

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

STAFF REPORT

D. SECOND READING – ORDINANCE REPEALING TITLE 5, CHAPTER 21 OF THE ANTIOCH MUNICIPAL CODE REGARDING MEDICAL MARIJUANA FACILITIES (Introduced on 09/11/18)

Ord. No. 2153-C-S adopted, 3/0

Recommended Action: It is recommended that the City Council adopt the Ordinance repealing Title 5, Chapter 21 of the Antioch Municipal Code regarding Medical Marijuana Facilities.

STAFF REPORT

E. SECOND READING – ESTABLISHMENT OF A SENIOR DEVELOPMENT IMPACT FEE AND PARKLAND DEDICATION FEE (Introduced on 09/11/18)

Ord. No. 2154-C-S adopted, 3/0

Recommended Action: It is recommended that the City Council adopt the Ordinance amending Antioch Municipal Code Sections 9-3.40, 9-4.1004, and 9-4.1007 to create a Senior Rate Development Impact Fee Category and Parkland Dedication Rate.

STAFF REPORT

F. MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON POLES IN THE CITY RIGHT OF WAY, EXTENET SYSTEMS, LLC

Reso No. 2018/118 adopted, 3/0

Recommended Action: It is recommended that the City Council adopt the Resolution authorizing the City Manager to execute the Master License Agreement with Extenet Systems, LLC.

STAFF REPORT

G. RESOLUTION TO AMEND THE POWER PURCHASE AGREEMENT WITH FOREFRONT POWER FOR THE LONE TREE GOLF COURSE SOLAR PHOTOVOLTAIC SYSTEM (P.W. 699-1)

Reso No. 2018/119 adopted, 3/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the amendment to the Power Purchase Agreement with ForeFront Power for a Photovoltaic System at the Lone Tree Golf Course.

STAFF REPORT

H. EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH EXPONENT, INC.

Reso No. 2018/120 adopted, 3/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Eighth Amendment to the Consultant Service Agreement with Exponent, Inc. for continued support related to City Water Rights, California WaterFix and the Brackish Water Desalination project in the amount of \$55,100 for a total of \$634,600.

STAFF REPORT

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

I. CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH AND CITY AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

Recommended Action: It is recommended that:

Reso No. 2018/121 adopted, 3/0

- 1) The City Council adopt a resolution approving the updated Conflict of Interest Code for the City of Antioch and authorizing the City Manager to execute the Biennial Notice; and

SA Reso No. 2018/29 adopted, 3/0

- 2) The City Council as Successor Agency to the Antioch Development Agency adopt a resolution approving the updated Conflict of Interest Code for the City as Successor Agency to the Antioch Development Agency and authorizing the City Manager to execute the Biennial Notice.

STAFF REPORT

J. 2018 CITY CLERK'S NEW LAW AND ELECTIONS SEMINAR

Approved, 3/0

Recommended Action: It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the City Clerk's New Law and Elections Seminar on December 12 – 14, 2018 in San Francisco, California.

STAFF REPORT

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

K. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 3/0

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

STAFF REPORT

PUBLIC HEARING / CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY

2. REVIEW OF FY 2017-18 CDBG AND HOUSING SUCCESSOR FUND ACCOMPLISHMENTS REPORTED IN THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER), CONSIDERATION OF PUBLIC COMMENTS ON CAPER AND PRIORITIES FOR FY 2019-20 ACTION PLAN, AND CONSIDERATION OF RECOMMENDATION TO INCREASE HOUSING SUCCESSOR FUNDS FOR HOMELESS PREVENTION THROUGH EVICTION PREVENTION

Recommended Action: It is recommended that:

- Received and filed,**
- 1) The City Council receive and file the FY 2017-18 CAPER year-end report and any public comments received about the achievements of programs funded with CDBG and Housing Successor funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods.

Received,

 - 2) The City Council receive and consider public comment on any changes to priority needs of the City for the FY 2019-20 Action Plan.

**Reso No. 2018/122 adopted,
3/0**

 - 3) The Housing Successor to the Antioch Development Agency adopt the Resolution amending the 2018-19 budget and funding recommendation of the CDBG subcommittee and the Housing Successor funding for homeless prevention services.

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 – 7:50 p.m.

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

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

**August 28, 2018
Council Chambers**

5:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Glenn Berkheimer; Employee organization: Treatment Plant Employees’ Association (TPEA).
2. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code Section 54956.9 (d)(2): One potential case.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, direction given to Labor Negotiators; and, **2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, direction given to City Attorney.

Mayor Wright called the meeting to order at 7:03 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Environmental Resource Coordinator Haas-Wajdowicz presented Council with fans for participating in the Idle Free Pledge.

Director of Parks and Recreation Kaiser stated the Fall Recreation Guide had been delivered and walk-in registration was opened for all classes and programs. She announced the following events occurring at the Antioch Water Park:

- Half-price admission on Labor Day - September 3, 2018,
- Teen Pool and Patio Party - 6:00 P.M. – 8:30 P.M. September 5, 2018
- Free Fall Family Frolic - 5:00 P.M. – 7:00 P.M. on September 7, 2018
- Antioch Council of Teens - 6:00 P.M. on September 10, 2018

Councilmember Ogorchock announced a Bedford Center Block Party fundraiser would be held on September 15, 2018 from 3:00 P.M. – 5:00 P.M., at which time they would be honoring Antioch Citizen of the Year - Lifetime Achievement, Jim Boccio.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Planning Commission: One (1) vacancy; deadline date is August 31, 2018

He announced the City was also accepting applications for the City Treasurer and application packages were available at the City Clerk's office; deadline date is August 31, 2018.

PUBLIC COMMENTS

Harry Thurston, Antioch resident, announced MCE was open to enrollment until September 30, 2018 and requested Council agendaize reconsideration of the second reading of the ordinance to join MCE.

Loretta Sweatt, Antioch resident, urged the City to regulate cannabis businesses to address safety and security issues. She commended Council for hiring a consultant to brand the City and for offering to meet with Fire Department personnel to address their concerns. She discussed a recent incident in which she had a positive experience with the Antioch Police Department.

COUNCIL SUBCOMMITTEE REPORTS – None

MAYOR'S COMMENTS

Mayor Wright announced the Grand Opening and the VIP reception at Smith's Landing were very successful events. He encouraged residents to patronize Smith's Landing as well as other local businesses. He announced a Home Run Derby was held between the Antioch and Pittsburg Police Departments as a fundraising effort for the Police Activities League Program. He thanked the Antioch Police Department for their participation.

PRESENTATION

Lieutenant Mendes gave a brief overview of the Youth Police Academy. She introduced program participant Brianna Edwards and her mother Deborah who shared their appreciation of the Antioch Police Department and spoke to the benefits of the program. They encouraged youth ages 14-18 years to participate in future academies.

A video presentation of the Antioch Police Youth Academy program was shown. Lieutenant Mendes announced a Citizen's Academy would begin October 10, 2018 and applications were available online through September 17, 2018.

Council thanked Lieutenant Mendes for the presentation as well as Brianna and Deborah for speaking in support of the program.

Councilmember Ogorchock suggested the Youth Academy presentation be given at the next Barbershop Forum.

1. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 24, 2018**
 - B. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JULY 31, 2018**
 - C. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 3, 2018**
 - D. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 7, 2018**
 - E. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 9, 2018**
 - F. **APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 14, 2018**
 - G. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 21, 2018**
 - H. **APPROVAL OF COUNCIL WARRANTS**
 - I. **TREASURER'S REPORT – JULY 2018**
 - J. **RESOLUTION NO. 2018/103 ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO FORWARD A RESPONSE TO COUNTYWIDE GRAND JURY REPORT: "JOINT POWERS AUTHORITIES TRANSPARENCY AND ACCOUNTABILITY" (REPORT 1808)**
 - K. **RESOLUTION NO. 2018/104 FULTON YARD RECYCLING PROJECT BID AWARD**
 - L. **RESOLUTION NO. 2018/105 FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH J.J.R. CONSTRUCTION, INC. FOR THE CURB RAMPS, BIKE LANE AND PEDESTRIAN IMPROVEMENTS AT VARIOUS LOCATIONS (P.W. 409-5)**
 - M. **RESOLUTION NO. 2018/106 CONSIDERATION OF BIDS FOR THE LONE TREE WAY AND GOLF COURSE ROAD PAVEMENT RESURFACING PROJECT (P.W. 392-30)**
 - N. **RESOLUTION NO. 2018/107 RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT FOR IN-TRACT AND OFF-TRACT IMPROVEMENTS FOR NELSON RANCH UNIT 3 SUBDIVISION 8851 (PW 547-3)**

O. **RESOLUTION NO. 2018/108 FOURTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH JN ENGINEERING FOR ON-CALL INSPECTION SERVICES**

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

P. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**

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

PUBLIC HEARING

2. **ACCESSORY DWELLING UNITS ORDINANCE AMENDMENT (Z-18-06)**

City Manager Bernal introduced Public Hearing Item #3.

Associate Planner Merideth presented the staff report dated August 28, 2018 recommending the City Council introduce the Ordinance making text amendments to Section 9-5.3805-Accessory Dwelling Units of the Zoning Ordinance to comply with new State Laws relating to Accessory Dwelling Units.

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

Councilmember Ogorchock requested staff bring forward a rental inspection program for Council consideration during the next budget cycle.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council members present unanimously introduced the Ordinance making text amendments to Section 9-5.3805-Accessory Dwelling Units of the Zoning Ordinance to comply with new State Laws relating to Accessory Dwelling Units.

3. **ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND REENACTING CHAPTER 19 OF TITLE 5 OF THE ANTIOCH MUNICIPAL CODE CONCERNING MASSAGE ESTABLISHMENTS**

City Manager Bernal introduced Public Hearing Item #3.

Interim City Attorney Cole presented the staff report dated August 28, 2018 recommending the City Council waive the first reading and consider the Introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 19 Of Title 5 of the Antioch Municipal Code Concerning Massage Establishments. He announced there was a supplemental Ordinance provided this evening that reflected a change to the legislation limiting local agencies from conducting their own background checks.

Mayor Wright opened the public hearing.

Beverly May, Director of Governmental Affairs for the California Massage Therapy Council (CAMTC), explained that their organization was a private non-profit authorized under State law with legislative oversight. She questioned if the Ordinance allowed for the City to maintain the authority to require full criminal background checks, if owners were not certified by the California Therapy Council. She commented that she believed the Ordinance, as presented, followed best practices and would be added to their resources.

Dwayne Eubanks, Antioch resident, spoke in support of the staff recommendation to update the Ordinance and commended Councilmember Wilson's efforts to identify and stop human trafficking.

Shannon Skinner thanked Councilmember Wilson for requesting review of the massage establishment Ordinance and aligning it with California Massage Therapy Council's best practices. She stated she supported the staff recommendation to update the Ordinance.

Jackie Bruckman, Antioch resident, spoke in support of the staff recommendation to update the Ordinance and commended Councilmember Wilson's efforts to bring this item forward.

Richard Pagano, Antioch Chamber of Commerce, and Ariana Eaton, Antioch resident, spoke in support of the staff recommendation to update the Ordinance.

Mayor Wright closed the public hearing.

Councilmember Ogorchock thanked Councilmember Wilson's outreach efforts and for bringing this item forward for consideration. She questioned if any staff would be added to oversee these requests and suggested the Master Fee Schedule be amended to reflect a fee for enforcement efforts.

In response to Councilmember Wilson, Interim City Attorney Cole explained the Ordinance as currently written, stated that if a registration were revoked, a massage establishment would not be authorized to locate in the same location for a period of 18 months. He noted that if it was the pleasure of Council to extend the revocation period, his recommendation would be to amend section 5-19.18 to reflect the timeframe desired.

Mayor Wright re-opened the public hearing.

In response to Council, Beverly May, California Massage Therapy Council, stated the most common revocation period was 1-2 years. She noted that if a legitimate business came forward before that period ended, other cities typically offered a variance.

Interim City Attorney Cole explained that the City's Ordinance did not provide for a variance.

Mayor Wright closed the public hearing.

Councilmember Thorpe thanked Councilmember Wilson for taking the lead on this issue.

Mayor Wright stated he was in favor of updating the Ordinance.

Councilmember Wilson stated that she was pleased that this item was being addressed and discussed her efforts to protect the community and prevent illegitimate businesses. She requested City Manager Bernal work with neighboring cities to ensure that their Ordinance were similar to prevent pushing the problem into their communities.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council members present unanimously waived the first reading and considered the Introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 19 Of Title 5 of the Antioch Municipal Code Concerning Massage Establishments amending section 5-19.18, from 18 months to 2 years.

COUNCIL REGULAR AGENDA

4. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR ONE (1) FULL MEMBER AND ONE (1) ALTERNATE MEMBER, PARTIAL-TERM VACANCIES

Mayor Wright nominated Darrell Goodbeer to the Board of Administrative Appeals for a partial-term vacancy which would expire March 2020.

RESOLUTION NO. 2018/109

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously appointed Darrell Goodbeer to the Board of Administrative Appeals for a full member, partial-term vacancy which would expire March 2020.

City Clerk Simonsen administered the Oath of Office to Darrell Goodbeer.

5. CONSIDERATION OF ACTION TO BE TAKEN REGARDING "INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE"

City Manager Bernal introduced Regular Agenda Item #5.

Interim City Attorney Cole presented the staff report dated August 28, 2018 recommending the City Council take one of the following actions concerning the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line: A) Adopt the ordinance, without alteration; or B) Submit the ordinance, without alteration, to the voters. He reported Council and the City had received letters from attorneys representing the Zeka property, Save Mount Diablo and Richland Development. He stated a legal issue was raised regarding whether Council had the ability to adopt the Initiative since

language in the previously adopted Initiative had stated that only voters could change certain policies. He commented that his interpretation was that Council had the legal authority to adopt this Initiative, as set forth, in the California Constitution and Elections Code. In addition, he was confident that if the issue was presented to the court, they would find that the City could not take away the rights of a petitioner who had come before the legislative body to ask them to vote on the Initiative.

Seth Adams, Land Conservation Director for Save Mount Diablo and a member of the Antioch Coalition to Save Sand Creek Steering Committee, discussed the coalition's efforts to qualify their Initiative and reviewed the key components of their Initiative. He noted following their efforts, Richland began their own process that incorporated most of their Initiative; however, it allowed for an improved version of their project and restricted approximately 70 percent of the area West of Deer Valley Road, rather than all of it. He commented that both Initiatives were written to avoid the takings of property rights and they would only affect areas West of Deer Valley Road. For the record, he noted that their attorneys had submitted statements confirming the legislative history. He stated the effect on development fees for both Initiatives was indistinguishable. He requested the City Council adopt their initiative this evening.

Andrew Bassak, representing The Zeka Group, stated he submitted correspondence outlining their legal positions and noted that he disagreed with Interim City Attorney Cole's interpretation of the Elections Code. He encouraged Council to send this item to ballot to allow for more time to find a collaborative, multi-stakeholder solution. He noted they wanted to avoid litigation; however, if they were left with no options, there would be consequences.

Ted Clement, Executive Director of Save Mount Diablo and coalition member, stated that after they had engaged in the process, Richland began making changes to their project and worked on their own Initiative which resulted in two complementary Initiatives. He stated Richland had worked with the community and came to a compromise. He urged the Council to choose a balanced approach.

Loretta Sweatt, Antioch resident, spoke in favor of submitting to Initiative, without alteration, to the voters.

Matthew Zinn, Attorney for Shute Mahaly and Wienburger representing Save Mount Diablo, stated he agreed with Interim City Attorney Cole's remarks regarding Council's ability to adopt the Initiative. He noted there was no basis for an argument that the Initiative would cause an unconstitutional taking of the Zeka property. He further noted that the Initiative applied solely to the defined initiative area. He clarified that the Initiative addressed estimates of the total number of units to be developed in the area, but they were not caps and could be amended by Council, at a later time.

Tom Lawson, speaking on behalf of Sheet Metal Workers Local #104, Electricians Local #302, Sprinklers Fitters Local #483, and Plumbers and Steamfitters Local #159, voiced their support of adopting the Initiative.

Juan Pablo Galvan, Land Use Manager for Save Mount Diablo, stated they were proud to work with their supporters and organizational allies to form the Antioch Community to Save Sand Creek. He requested Council adopt their Initiative.

Hayley Currier, East Bay Regional Representative Greenbelt Alliance, Ben Foley, Michael Amorosa and Dwayne Eubanks, Antioch residents, Bruce Olsen, Delta Pedalers, Kristina Gutilla, and Beverly Knight, Antioch residents, Lesley Hunt, California Native Plant Society and Paul Schorr, Antioch resident, encouraged Council to adopt the Initiative.

Bryan Wenter, Richland Communities, Miller, Starr Regalia, stated he was in agreement with Interim City Attorney Cole's conclusions regarding the Council's authority with respect to the Initiative. He clarified that if this Initiative were adopted, it would not amend The Ranch Initiative.

Councilmember Thorpe stated he was pleased Save Mount Diablo and Greenbelt Alliance were understanding of The Ranch Initiative and promoting a balanced approach to limiting growth.

A motion was made by Councilmember Thorpe, seconded by Councilmember Wilson, to adopt the Initiative, without alteration.

Councilmember Ogorchock thanked everyone who participated in the discussions. She stated she supported all stakeholders coming together and discussing how to move forward in a positive direction. She questioned if Richland's Initiative could be challenged.

Interim City Attorney Cole explained that either Initiative could be challenged; however, a 90-day statute of limitations applied to all land use challenges.

Councilmember Wilson stated she appreciated that Save Mount Diablo and Richland representatives were able to gather input from the community and come to a compromise.

In response to Mayor Wright, Interim City Attorney Cole stated that he understood the proponents of both Initiatives agreed that their intent was to address development West of Deer Valley Road. He noted Council would have the authority to enact clarifying amendments to address this issue as well as administrative taking procedures.

Mayor Wright stated from a procedural standpoint, the Save Sand Creek Initiative clarified that they would adopt the clause in The Ranch Initiative allowing for the administrative taking procedure and ensure the potential for 4,000 homes built in Sand Creek area.

In response to Councilmember Ogorchock, Interim City Attorney Cole acknowledged that there was language in the Let Antioch Voters Decide Initiative that referenced 2,100 units; however, the proponents explained that it was not their intent to apply that number East of Deer Valley Road and a clarifying amendment would take that issue off of the table. He further noted he was prepared to bring clarifying amendments back to Council in a timely manner.

Council voted on the previous motion to adopt the Initiative/Ordinance, without alteration. The motion carried the following vote:

Ayes: Wilson, Thorpe, Wright

Noes: Ogorchock

Mayor Wright declared a recess at 9:13 P.M. The meeting reconvened at 9:29 P.M. with all Councilmembers present.

6. NEW WATER ACCOUNT ESTABLISHMENT PROCEDURES

City Manager Bernal introduced Regular Agenda Item #6.

Director of Finance Merchant presented the staff report dated August 28, 2018 recommending the City Council provide direction to staff on procedures for establishing new water accounts.

Councilmember Ogorchock requested procedures allow for property managers, listing agents and their tenants to provide a copy of lease or property management agreement signed by both parties, but not notarized, to have water service turned on.

In response to Mayor Wright, Finance Director Merchant responded that she would explore options to make it easier for renters/tenants to prove occupancy in cases where there is a death or an out of state owner.

Following discussion, the Council agreed that if a property manager or real estate agent provided a signed contract with a tenant, the City would not require a notarized document from the property owner.

Councilmember Thorpe stated he believed procedures and administrative policy should be at the discretion of the Finance Director.

Finance Director Merchant responded that she would implement the procedure as directed by Council this evening and any future changes to the policy would be worked out at the staff level.

7. CODE ENFORCEMENT CONTRACT STAFFING

City Manager Bernal introduced Regular Agenda Item #7.

Director of Community Development Ebbs presented the staff report dated August 28, 2018 recommending the City Council offer comment and/or direction to the City Manager regarding Code Enforcement Staffing Options.

Following discussion, Council supported augmenting the abatement team to address illegal dumping and free up Code Enforcement staff doing abatement work.

8. RESOLUTION REMOVING THE CLASS SPECIFICATION FOR DEPUTY PUBLIC WORKS DIRECTOR II AND ASSISTANT CITY ENGINEER II, REMOVING THE SALARY RANGE, AND REMOVING THE CLASSIFICATION FROM THE MANAGEMENT (SENIOR) BARGAINING UNIT

City Manager Bernal introduced Regular Agenda Item #8.

Administrative Services Director Mastay presented the staff report dated August 28, 2018 recommending the City Council adopt a resolution: 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

RESOLUTION NO. 2018/110

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously adopted a resolution: 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

9. PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION ORGANIZATIONAL STRUCTURE

City Manager Bernal introduced Regular Agenda Item #9.

Administrative Services Director Mastay presented the staff report dated August 28, 2018 recommending the City Council adopt a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

RESOLUTION NO. 2018/111

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council members present unanimously adopted a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced AB 2923, giving BART Land Use Authority around their stations, made it off the Assembly Floor and was headed to the Governor's office. He noted that they were concerned about the impacts of this legislation and would continue to communicate their opposition.

COUNCIL COMMUNICATIONS

Councilmember Wilson recognized Chief Brook's for his commitment to address Human Trafficking issues.

Councilmember Ogorchock recognized Assemblywoman Baker and Assemblyman Frasier for voting in opposition to AB 2923.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:54 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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

**Special/Regular Meeting
6:00 P.M.**

**September 11, 2018
Council Chambers**

Mayor Wright called the meeting to order at 6:00 P.M., and Minutes Clerk Eiden called the roll.

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

Mayor Wright announced that Councilmember Ogorchock was attending the League of California Cities on behalf of the City.

PLEDGE OF ALLEGIANCE

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

SPECIAL MEETING

1. APPOINTMENT OF INDIVIDUAL TO FILL THE REMAINDER OF THE VACANT CITY TREASURER POSITION

City Manager Bernal introduced the Special Meeting Item #1.

Interim City Attorney Cole presented the staff report dated September 11, 2018 recommending the City Council adopt the resolution appointing one of three applicants to serve as City Treasurer for the remaining term of that office. He suggested candidates leave Council Chambers when they were not making presentations or being questioned, and once Council deliberations began they could be invited back into Council Chambers.

The candidates drew numbers, at random, to determine the order in which they would give a presentation regarding their appointment to the City Treasurer position.

Shelly Richardson, Antioch resident, gave a brief presentation of her personal background and professional qualifications. She stated that she believed she would be an asset to the team and thanked the City Council for the opportunity to be considered for the position.

Jim Davis, Antioch resident, stated it was an honor to be considered for the position of City Treasurer and he thanked Council for serving the community. He gave a brief presentation on his professional qualifications and personal history as well as his volunteer efforts in the community. He stated he was prepared to attend training opportunities and represent the City at public events. He requested Council's support for his appointment to City Treasurer.

Kym Kelley, Antioch resident, thanked Council for the opportunity to be considered for the appointment of City Treasurer. She introduced herself and gave a brief overview of her professional background and qualifications. She stated she was prepared to perform all tasks related to the City Treasurer's position and noted that she would offer a new perspective. She thanked Council for their time and consideration.

Shelley Richardson, Jim Davis and Kym Kelley responded to a series of questions from the City Council regarding the role of the City Treasurer.

Interim City Attorney Cole explained that there would be no conflict of interest for Ms. Richardson pertaining to her employment as Payroll Specialist for the City.

With regards to Mr. Davis's attempt to concurrently run for the Antioch School Board, Interim City Attorney Cole explained that under Government Code Section 1099, there was an incompatible office issue and if a person was found to occupy incompatible offices, they would need to forfeit one of those offices. He reported that he had consulted with City staff and they did not see any situation where the City exercised control of any matter involving the School District. He commented that it was not his duty to advise any candidate on incompatible office issues.

Mr. Davis responded that he had researched the issue and found that the Treasurers position did not vote on any matters coming before Council and, therefore; he believed it would be acceptable to hold both offices. He noted if any issue presented itself, he would remove himself from that action.

Mayor Wright read written comment from Antioch resident, Lauren Posada, recommending Shelley Richardson for Antioch's City Treasurer.

Council discussed the importance of appointing a City Treasurer that was prepared to assume the role immediately and thanked all applicants for applying.

A motion was made by Councilmember Tiscareno, seconded by Councilmember Wilson, to appoint Jim Davis as City Treasurer.

Interim City Attorney Cole recommended the motion be amended to adopt a resolution appointing the successful applicant as City Treasurer.

Councilmember Thorpe stated that he would support the pleasure of the Council and suggested Mr. Davis consider dropping out of the Antioch School Board race to focus on the City Treasurer position due to perception.

The motion was amended as follows:

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council adopted the resolution appointing Jim Davis as City Treasurer.

Mayor Wright administered the Oath of Office to Jim Davis.

The special meeting adjourned at 7:10 P.M.

Mayor Wright called the meeting to order at 7:20 P.M., and announced that James Davis had been appointed as the City Treasurer at a Special Meeting this evening. Minutes Clerk Eiden called the roll.

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

Mayor Wright announced that Councilmember Ogorchock was attending the League of California Cities on behalf of the City.

PLEDGE OF ALLEGIANCE

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

2. PROCLAMATION

In Honor of California Coastal Clean Up Day, September, 15, 2018

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the Council approved the Proclamation. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

Mayor Wright presented the *In Honor of California Coastal Clean Up Day* proclamation to Environmental Resource Coordinator Haas-Wajdowicz who invited the community to participate in the pre-event paddle cleanup on September 14, 2018 and Coastal Cleanup event from 9:00 A.M. – 12:00 P.M. on September 15, 2018, at the Antioch Marina or Antioch Water Park.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Lieutenant Mendes announced the Antioch Police Department was hosting a Charity Poker Tournament and BBQ dinner beginning at 3:00 P.M., October 14, 2018 at the Antioch Community Center. She noted that 100 percent of the proceeds would benefit the Holiday Food Drive, Adopt-a-Family and Trick-or-Treat Events. She provided contact information for anyone wishing to make a monetary donation.

Councilmember Wilson announced the Brazen Racing Drag-N-Fly Marathon/10K/5K Run would be held at 8:00 A.M. on September 15, 2018, at Contra Loma Reservoir.

PUBLIC COMMENTS

Mayor Wright read written comment from Stephen Gibson, thanking the Antioch Police Department for their support.

Mayor Wright also thanked the Antioch Police Department.

Jeni Johnson, Center Director for Antioch/Delta First 5, announced the Grand Opening Event for their center would be held from 10:00 A.M. – 3:00 P.M. on September 29, 2018 and flyers were available in the back of Council Chambers.

COUNCIL SUBCOMMITTEE REPORTS

Mayor Wright reported on his attendance at the Mayor's conference.

MAYOR'S COMMENTS

Mayor Wright led the Council and audience in a moment of silence in remembrance of those who lost their lives on 9/11 and those who survived but suffer with residual health issues.

PRESENTATIONS

Family Justice Center

Dawn Morrow, read a letter from Supervisor Burgis, who requested Council's support for the East County Family Justice Center.

Susun Kim, Executive Director of the Family Justice Center, presented the Family Justice Center Update.

Council thanked Ms. Kim for the presentation and spoke in support of establishing a Family Justice Center location in Antioch.

Following discussion, Ms. Kim offered to connect Councilmember Thorpe with their CPS partners to gather more data on child abuse reports.

City Branding update by Evviva Brands, LLC

City Manager Bernal introduced Economic Development Director Reed to introduce the team giving the presentation.

Economic Development Director Reed introduced David Kippen, Marin Van Young, and Paul Corcino, Evviva Brands, LLC, who gave a PowerPoint presentation of the City Branding Update. They requested Council choose a concept in which to brand the City.

The City Council thanked David Kippen, Marin Van Young, and Paul Corcino for the presentation.

Following discussion, Council censuses supported the “Opportunity lives here.” concept along with building in elements of business attraction and the “Open for opportunity” concept.

Mr. Kippen thanked Council for the feedback and stated he would be bringing back an evolved concept in real art objects and a City logo.

1. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 21, 2018**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 28, 2018**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **REJECTION OF CLAIM FOR JESUS CARDOZA AND EDITH RAMIREZ**
 - E. **ORDINANCE NO. 2151-C-S SECOND READING – ACCESSORY DWELLING UNITS ORDINANCE AMENDMENT (Z-18-06) (*Introduced on 08/28/18*)**
 - F. **ORDINANCE NO. 2152-C-S SECOND READING–AN ORDINANCE COMPREHENSIVELY AMENDING TITLE 5, CHAPTER 19, OF THE ANTIOCH MUNICIPAL CODE CONCERNING THE PERMITTING OF MASSAGE ESTABLISHMENTS (*Introduced on 08/28/18*)**
 - G. **CITY CLERKS BUSINESS MEETING/WORKSHOP AND LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 11 – 14, 2018**
 - H. **RESOLUTION NO. 2018/113 FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION)**

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

- I. **RESOLUTION NO. 2018/114 REFINANCING OF THE ANTIOCH DEVELOPMENT AGENCY AND COMMUNITY DEVELOPMENT BLOCK GRANT LOANS WITH RESOURCES FOR COMMUNITY DEVELOPMENT FOR PINECREST AND TERRACE GLEN APARTMENTS**

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

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

PUBLIC HEARING

4. INTRODUCE ORDINANCE REPEALING TITLE 5, CHAPTER 21 OF THE ANTIOCH MUNICIPAL CODE REGARDING MEDICAL MARIJUANA FACILITIES

City Manager Bernal introduced Public Hearing Item #4.

Director of Community Development Ebbs presented the staff report dated September 11, 2018 recommending the City Council introduce an Ordinance repealing Title 5, Chapter 21 of the Antioch Municipal Code regarding Medical Marijuana Facilities.

Mayor Wright opened the public hearing.

Caroleve Prudence Capelle, Antioch resident, announced she was running for Antioch City Council and spoke in support of the Ordinance repealing the prohibition on medical marijuana.

Joshua Samuel, Antioch resident, stated that he was involved in the attempt to overturn the ordinance that allowed for cannabis businesses to come into Antioch. He reported that during that process, the public had expressed interest in taxation of cannabis businesses and he was concerned that the City had not allowed for that process to occur.

Patti O'Brien, Oakland and Antioch resident, introduced herself as the owner of First Nurse owned and operated licensed dispensary in Oakland. She stated she was also part of the Steering Committee for the Oakland Cannabis Business Council and served as a nurse within the Antioch School District. She noted that she supported the Cannabis Ordinance and explained that a City would be able to collect some of the State Revenues from Proposition 64.

Mayor Wright closed the public hearing.

Councilmember Thorpe commented that there was a mechanism through each application to impose a tax through a development agreement.

On motion by Councilmember Thorpe, seconded by Councilmember Tiscareno, the City Council introduced an Ordinance repealing Title 5, Chapter 21 of the Antioch Municipal Code regarding Medical Marijuana Facilities. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

Mayor Wright reiterated that there was a mechanism from the development agreement standpoint to address taxation of cannabis businesses until a tax could be voted on by the people.

5. ESTABLISHMENT OF A SENIOR DEVELOPMENT IMPACT FEE AND PARKLAND DEDICATION FEE

City Manager Bernal introduced Public Hearing Item #5.

Director of Community Development Ebbs presented the staff report dated September 11, 2018 recommending the City Council take the following actions: 1) Introduce an Ordinance amending Antioch Municipal Code Sections 9-3.40 and 9-4.1004 to create a Senior Rate Development Impact Fee Category and Parkland Dedication Rate, and 2) Adopt a Resolution amending the Master Fee Schedule to assign a Senior rate for Development Impact Fees with corresponding values. He announced that he had provided Council with a memorandum that had minor revisions to the numbers and any action by Council should refer to the Ordinance and Resolution in that memorandum.

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

Mayor Wright discussed the benefits of a senior housing component in the City.

RESOLUTION NO. 2018/115

On motion by Councilmember Tiscareno, seconded by Councilmember Thorpe, the City Council 1) Introduced an Ordinance amending Antioch Municipal Code Sections 9-3.40 and 9-4.1004 to create a Senior Rate Development Impact Fee Category and Parkland Dedication Rate, and 2) Adopted a Resolution amending the Master Fee Schedule to assign a Senior rate for Development Impact Fees with corresponding values, as provided in the amended Ordinance and Resolution included in the memorandum dated September 11, 2018. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

COUNCIL REGULAR AGENDA

6. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS

Mayor Wright nominated the following individuals to the Sales Tax Citizens' Oversight Committee:

- Michelle Fitzer - 2-year term
- Diane Gibson-Gray - 2-year term
- Dennis Clay – 2-year term
- Kellie Farrish – 4-year term
- Mika Bell – 4-year term
- Susana Williams – 4-year term
- Nikki Greer Hermeth – 4-year term

Councilmember Thorpe requested each appointment be considered separately.

- Michelle Fitzer - 2-year term

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council appointed by resolution Michelle Fitzer to the Sales Tax Citizens' Oversight Committee for a two-year term. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

- Diane Gibson-Gray - 2-year term

A motion was made by Councilmember Tiscareno, seconded by Mayor Wright to appoint by resolution Diane Gibson-Gray to the Sales Tax Citizens' Oversight Committee for a two-year term. The motion failed by the following vote:

Ayes: Tiscareno, Wright

Noes: Wilson, Thorpe

Absent: Ogorchock

- Dennis Clay – 2-year term

Mayor Wright nominated Dennis Clay to a 2-year term. There was no motion to approve the nomination.

- Kellie Farrish – 4-year term

On motion by Councilmember Thorpe, seconded by Councilmember Tiscareno, the City Council appointed by resolution Kellie M. Farrish to the Sales Tax Citizens' Oversight Committee for a four-year term. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

- Mika Bell – 4-year term

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council appointed by resolution Mika Bell to the Sales Tax Citizens' Oversight Committee for a four-year term. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

- Susana Williams – 4-year term

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council appointed by resolution Susana Williams to the Sales Tax Citizens' Oversight Committee for a four-year term. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

- Nikki Greer Hermeth – 4-year term

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council appointed by resolution Nikki Greer Hermeth to the Sales Tax Citizens' Oversight Committee for a four-year term. The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

RESOLUTION NO. 2018/116

The following appointments were approved by resolution.

- Michelle Fitzer - 2-year term
- Kellie Farrish – 4-year term
- Mika Bell – 4-year term
- Susana Williams – 4-year term
- Nikki Greer Hermeth – 4-year term

7. CANNABIS BUSINESS GUIDELINES

City Manager Bernal introduced Regular Agenda Item #7.

Director of Community Development Ebbs presented the staff report dated September 11, 2018 recommending the City Council adopt a Resolution approving the Cannabis Business Guidelines.

Mayor Wright read written comment from Manny Soliz, Antioch resident, who submitted proposed revisions to the guidelines which included Planning Commission review of use permit applications, taxing cannabis businesses at the maximum amount allowed, adding language to the Location and Separation section to include daycare/preschools and private parks and, specifically stating that the City only desired research and development firms and delivery only medical dispensaries.

Luke Bruner, San Francisco resident, Flore Store, stated that he had been involved in cannabis for years and he expressed interested in doing business in Antioch. He questioned if the proposal had expanded the map and requested staff provide a higher quality setback map for the public.

Dr. Jeffrey Klingler, Antioch resident, stated he believed the Ordinance was well crafted and he supported the guidelines; however, in the Purpose and Applicability section, he suggested striking, the fourth sentence of page 6 reading: "If an application is generally consistent with the guidelines, staff and/or the Planning Commission will likely make a favorable recommendation to the City Council". He expressed concern that this sentence was open to misinterpretation.

Joshua Samuel, Antioch resident, stated he appreciated the Council's response to his previous concerns and encouraged the City to be strict on their guidelines.

Patti O'Brien, Oakland and Antioch resident, representing Kanna, reported she held every license type for cannabis businesses in Oakland and had navigated through the regulatory process for the past 3-years. She noted the City's guidelines were a great foundation and explained that the State had extensive requirements. She suggested the City establish a regulatory committee that would oversees cannabis oversight and report back to the City Council.

Director of Community Development Ebbs clarified that the map had not been changed and he would offer a higher resolution version. He noted the official version of the map was on file with the City Clerk and was part of the Ordinance. In regards to Mr. Klingler's request to strike language in the Purpose and Applicability section, he noted it was not critical language and eliminating it would be up to the pleasure of Council. In terms of quality control, he noted that the City would be deferring to State Agencies.

Councilmember Tiscareno discussed the importance of strict guidelines for security of cannabis facilities and the surrounding area.

Following discussion, Council consensus supported the recommendation to strike the language in the Purpose and Applicability section and add separation language pertaining to daycare facilities and preschools, to the guidelines.

Mayor Wright agreed that security was important and he believed it would be a mutual desire of the City and applicant. He discussed the importance of attracting reputable businesses.

Director of Community Development Ebbs responded that through the Use Permit process, they considered the application and were neutral to the party behind it, however; with guidelines in place, there would be a natural filtering process.

In response to Councilmember Thorpe, he explained that if a business did not abide by the guidelines, the Use Permit could be revoked.

RESOLUTION NO. 2018/117

On motion by Councilmember Thorpe, seconded by Councilmember Tiscareno, the City Council adopted a Resolution approving the Cannabis Business Guidelines with the following changes:

- Purpose and Applicability - striking the fourth sentence reading: "If an application is generally consistent with the guidelines, staff and/or the Planning Commission will likely make a favorable recommendation to the City Council"
- Location and Separation - Revising the first bullet point to include daycare center and pre-kindergarten students.

The motion carried the following vote:

Ayes: Wilson, Thorpe, Tiscareno, Wright

Absent: Ogorchock

8. DISCUSSION ON RENAMING 'A' STREET AND/OR 'L' STREET

City Manager Bernal introduced Regular Agenda Item #8.

Public Works Director/City Engineer Blank presented the staff report dated September 11, 2018 recommending the City Council discuss renaming 'A' Street and/or 'L' Street, and provide direction to staff as to whether or not to move forward with a project, or take any further action.

Mayor Wright read written comment submitted by Antioch resident, Joy Motts, Antioch Preservation Society, in support of renaming "A" and "L" Streets.

Allen Payton, Antioch resident, spoke in support of renaming "A" Street and 2nd Street to Rivertown Drive/West Rivertown Drive and "L" Street to Smith's Landing Blvd. He suggested renaming them all at the same time to save money. Additionally, he recommended businesses use both addresses for a period of one year to provide a smoother transition.

Mike Amoroso, Antioch resident, stated he supported the City renaming "A" and "L" Streets as Rivertown Drive and Marina Avenue.

In response to Councilmember Thorpe, Public Works Director/City Engineer Blank stated he would research whether gas tax money could be utilized for the renaming efforts.

Councilmember Wilson suggested reaching out to the businesses on "A" Street to determine if they supported a name change.

Council consensus supported the renaming efforts, including the community in the process and timing them in conjunction with the improvements to "L" Street.

Mayor Wright supported the renaming project and suggested utilizing the branding company to provide input on the timing issue.

City Manager Bernal stated that he would discuss the timing issue with Evviva, develop a budget for the project, and report back to Council at the end of this year.

9. INCUBATOR FOR LAUNCHING SMALL BUSINESSES

City Manager Bernal introduced Regular Agenda Item #9.

Mayor Wright requested Council provide feedback with regards to if they wanted to move forward with an incubator for launching small businesses. He explained that Keith and Iris Archuleta had been working on the Northern Waterfront Initiative, which included different entities interested in bringing an incubator to Antioch. He noted currently the Lynn House Gallery, various locations downtown, and the Somersville Towne Center were being considered as potential incubator opportunities. He questioned if Council supported the incubator concept, and if so, how much staff time they would like to be devoted to this effort.

In response to Councilmember Thorpe, Mayor Wright clarified that staff had been asked to be engaged in the process; however, they were asking Council if they wanted to pursue that direction.

Following discussion, Council directed staff to bring forward a presentation regarding the incubator concept.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Mayor Wright commented that he appreciated topics being placed on the agenda for discussion by Council.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:57 P.M. to the next regular Council meeting on September 25, 2018.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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 FUND/CHECK#

100 General Fund

Non Departmental

376855 HOME DEPOT, THE	REFUND CBSC FEE	1.50
376896 SERVICE CHAMPIONS	REFUND CBSC FEE	2.94
376915 YANK, KYUNG SOOK	STATE FEE REFUND	4.00
376920 ALTON, LOUIE	SB1186 FEE REFUND	4.00
376999 RIVERA, DENNIS	SB1186 FEE REFUND	8.00

City Council

376929 BANK OF AMERICA	CLOSED SESSION EXPENSE	152.71
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City Manager

376825 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	51.34
376929 BANK OF AMERICA	PORTFOLIOS FOR STAFF	989.83
932497 WESCO GRAPHICS INC	MEASURE W MAILER	10,674.34

City Clerk

376899 SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	138.48
376933 BAY AREA NEWS GROUP	LEGAL AD	426.60
376956 EIDEN, KITTY J	MINUTES CLERK	2,132.00

City Treasurer

376887 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,823.18
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Economic Development

376929 BANK OF AMERICA	FACEBOOK CAMPAIGNS	186.29
932485 EVVIVA BRANDS LLC	CONSULTING SERVICES	5,500.00

Finance Administration

376930 BANK OF AMERICA	MEETING EXPENSE	29.56
376933 BAY AREA NEWS GROUP	LEGAL AD	495.00

Finance Accounting

932481 SUPERION LLC	PROFESSIONAL SERVICES	550.00
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Finance Operations

377010 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	19.50
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Non Departmental

376915 YANK, KYUNG SOOK	BL APPLICATION REFUND	287.50
376920 ALTON, LOUIE	BL TAX LL REFUND	250.00

CITY OF ANTIOCH
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376929 BANK OF AMERICA	EVENT EXPENSE	600.87
376999 RIVERA, DENNIS	BL TAX REFUND	400.00

Public Works Street Maintenance

376833 C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	3,980.50
376950 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	1,132.76
932477 QUENVOLDS	SAFETY SHOES LOPEZ	300.00

Public Works-Signal/Street Lights

376947 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	19,077.91
376977 MCCAIN INC	COMPUTER EQUIPMENT	8,588.48
376990 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	970.58
376991 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,759.91
932474 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,915.16
932488 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,895.06

Public Works-Striping/Signing

376861 KELLY MOORE PAINT CO	SUPPLIES	7.49
376866 LOWES COMPANIES INC	AIR TOOL FITTINGS	216.17
376959 FASTENAL CO	SUPPLIES	86.01
932494 QUENVOLDS	SAFETY SHOES	300.00

Public Works-Facilities Maintenance

376866 LOWES COMPANIES INC	SUPPLIES	788.11
376878 OAKLEYS PEST CONTROL	PEST CONTROL	400.00
376879 OAKLEYS PEST CONTROL	PEST CONTROL	180.00
376934 BIG B LUMBER	SUPPLIES	200.07
376991 PACIFIC GAS AND ELECTRIC CO	GAS	15,782.66
932488 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,017.74

Public Works-Parks Maint

376832 BRICKYARD CONCORD	PROFESSIONAL SERVICES	305.00
376903 STEWARTS TREE SERVICE INC	TREE SERVICES	225.00
376986 OPENING TECHNOLOGIES	EMERGENCY REPAIR SERVICES	9,411.81
376990 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	146.93
376991 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	696.47
377008 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,112.00
932488 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	16,622.96

Public Works-Median/General Land

376818 ACE HARDWARE, ANTIOCH	SUPPLIES	27.36
376819 ANTIOCH AUTO PARTS	SUPPLIES	32.49

CITY OF ANTIOCH
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376866	LOWES COMPANIES INC	TAPE	7.22
376990	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	25.04
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,759.98
377001	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
932472	GRAINGER INC	SUPPLIES	177.77
932480	JOHN DEERE LANDSCAPES PACHECO	SPRINKLERS	2,912.09
932495	JOHN DEERE LANDSCAPES PACHECO	SUPPLIES	2,203.40

Police Administration

376811	ADAMSON POLICE PRODUCTS	EQUIPMENT	6,039.37
376812	AIELLO, STEVEN J	TRAINING PER DIEM	320.00
376815	ALAMEDA COUNTY	ACADEMY FEES	12,000.00
376820	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	332.50
376822	ATKINSON ANDELSON LOYA RUUD	ATTORNEY SERVICE FEES	7,996.11
376826	BEST WESTERN PLUS ISLAND PALMS	LODGING - J. MAGANA	888.05
376827	BEST WESTERN PLUS ISLAND PALMS	LODGING - J. COLLEY	873.63
376836	CCPOA	TRAINING - T. MENDES	250.00
376838	COLLEY, JAMES M	TRAINING PER DIEM	256.00
376841	CONTRA COSTA COUNTY	RANGE FEES	195.00
376844	CRYSTAL CLEAR LOGOS INC	NAME PATCHES	65.25
376847	ED JONES CO INC	SUPPLIES	410.11
376850	GALLS INC	UNIFORMS	2,074.46
376851	GALLS INC	SUPPLIES	343.54
376857	HYATT REGENCY	LODGING - T. MENDES	435.60
376858	INTL ASSOC OF CHIEF OF POLICE	IACP ANNUAL SERVICE FEE	1,225.00
376863	KRENZ, RONALD L	TRAINING PER DIEM	320.00
376867	MAGANA, JOSEPH J	TRAINING PER DIEM	256.00
376868	MATIS, ZECHARIAH DANIEL	TRAINING PER DIEM	320.00
376869	MCDONALD, RYAN J	TRAINING PER DIEM	207.00
376870	MENDES, AURELIANO M	TRAINING PER DIEM	207.00
376871	MENDES, AURELIANO M	TRAINING PER DIEM	320.00
376872	NISSSEN, TARRA L	TRAINING PER DIEM	64.00
376886	PERKINSON, JAMES A	TRAINING PER DIEM	207.00
376888	PINNACLE TACTICAL SOLUTIONS	TRAINING - J. MAGANA	475.00
376889	PINNACLE TACTICAL SOLUTIONS	TRAINING - R. HOFFMAN	475.00
376890	PORAC LAW ENFORCEMENT NEWS	RECRUITMENT AD	596.25
376891	PUBLIC ENGINES INC	TIP SOFT	3,199.00
376895	SAVE MART SUPERMARKETS	TRAINING MEALS	132.63
376900	SIMPSON INVESTIGATIVE SERVICES	BACKGROUND SERVICES	2,041.58
376901	STATE OF CALIFORNIA	DOJ FEES	66.00
376902	STENGER, JAMES E	TRAINING PER DIEM	320.00
376908	ULINE	RANGE FURNITURE	3,196.70

CITY OF ANTIOCH
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376917	ALAMEDA COUNTY SHERIFFS OFFICE	ACADEMY FEES	8,000.00
376926	ANTIOCH UNIFIED SCHOOL DIST	ROOM RENTAL	289.38
376932	BARNETT MEDICAL SERVICES INC	BIOHAZARD REMOVAL	110.00
376937	BROWNELLS INC	SUPPLIES	1,114.06
376941	CITY OF FAIRFIELD	RANGE USE FEES	490.00
376951	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	320.00
376955	EBERLESTOCK	SUPPLIES	1,673.13
376960	FEDEX	SHIPPING	26.27
376963	HAMPTON INN	LODGING - G. LOWTHER	140.13
376974	LEXISNEXIS	LEGAL SERVICES	14,070.00
376980	MUSCLE MECHANICS	CONTRACTOR PAYMENT	400.00
376982	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	860.16
376995	PORAC LAW ENFORCEMENT NEWS	RECRUITMENT ADS	596.25
376996	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
376997	RESIDENCE INN SAN JOSE SOUTH	LODGING - J. JEONG	1,247.60
377000	SAFESTORE INC	EVIDENCE STORAGE	2,057.05
377002	SIMPSON INVESTIGATIVE SERVICES	PRE-EMPLOYMENT SERVICES	1,909.41
377004	SOUTH BAY REGIONAL PUBLIC SAFE	TRAINING - J. JEONG	790.00
377010	UNITED PARCEL SERVICE	SHIPPING	77.08
932475	IMAGE SALES INC	ID CARDS	60.58
932489	IMAGE SALES INC	ID CARDS	33.94
932490	MOBILE MINI LLC	EVIDENCE STORAGE	383.15
932493	PRO FORCE LAW ENFORCEMENT	SUPPLIES	663.38

Police Community Policing

376820	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	778.75
376856	HUNT AND SONS INC	FUEL	101.58
376874	MOORE K9 SERVICES	K9 TRAINING	800.00
376951	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	250.00

Police Investigations

376829	BLED SOE, LOREN M	EXPENSE REIMBURSEMENT	160.00
376853	HAWK ANALYTICS	DISCOVERY SERVICES	4,995.00
376865	LEXISNEXIS	LEGAL SERVICES	505.00
376877	NAPA SOLANO SART	SART EXAM	2,400.00
376882	ORMAN, LEONARD A	EXPENSE REIMBURSEMENT	787.77
376906	TRANSUNION RISK AND ALTERNATIV	LEGAL SERVICES	26.90
376981	NAPA SOLANO SART	SART EXAM	2,400.00
377009	TRANSUNION RISK AND ALTERNATIV	LEGAL SERVICES	95.30

Police Special Operations Unit

376823	AUTO WORLD INC	VEHICLE LEASE	546.25
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376905 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	592.59
Police Communications		
376821 AT AND T MCI	PHONE	106.84
376840 COMCAST	CONNECTION SERVICES	114.30
376842 CONTRA COSTA COUNTY	ACCJIN SHARED COSTS	9,962.10
376943 COMCAST	CONNECTION SERVICES	1,018.67
376962 GLOBALSTAR	SATELLITE PHONE	173.42
376992 PACIFIC TELEMAGEMENT SERVICE	PAY PHONE	241.80
Police Community Volunteers		
376864 LEVOC	TRAINING	760.00
376895 SAVE MART SUPERMARKETS	SUPPLIES	69.51
Police Facilities Maintenance		
376866 LOWES COMPANIES INC	SUPPLIES	33.22
376913 WILCO SUPPLY	SUPPLIES	720.41
376991 PACIFIC GAS AND ELECTRIC CO	GAS	24,225.64
P & R Administration		
376907 TRI DELTA TRANSIT	YOUTH BUS PASSES	10,000.00
Community Development Land Planning Services		
376931 BANK OF AMERICA	SUPPLIES	401.73
376933 BAY AREA NEWS GROUP	LEGAL AD	478.80
932487 ICF JONES AND STOKES INC	CONSULTING SERVICES	53,491.80
CD Code Enforcement		
376860 K2GC	PROFESSIONAL SERVICES	531.64
376931 BANK OF AMERICA	CALBO TRAINING	780.93
376970 K2GC	PROFESSIONAL SERVICES	1,484.78
PW Engineer Land Development		
376881 OFFICE MAX INC	OFFICE SUPPLIES	24.90
376910 WARREN, KENNETH R	EXPENSE REIMBURSEMENT	115.00
376969 JN ENGINEERING	INSPECTION SERVICES	18,900.00
932478 RAY MORGAN COMPANY	COPIER LEASE/USAGE	400.99
Community Development Building Inspection		
376855 HOME DEPOT, THE	ENERGY INSP FEE REFUND	110.88
376896 SERVICE CHAMPIONS	ENERGY INSP FEE REFUND	275.99
376931 BANK OF AMERICA	CALBO TRAINING	1,622.90

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932477 QUENVOLDS	SAFETY SHOES	164.21
Community Development Engineering Services		
376881 OFFICE MAX INC	OFFICE SUPPLIES	33.56
212 CDBG Fund		
CDBG		
376931 BANK OF AMERICA	CALBO TRAINING	645.00
932486 HOUSE, TERI	CONSULTING SERVICES	9,360.00
213 Gas Tax Fund		
Streets		
376990 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	418.64
376991 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	30,408.77
214 Animal Control Fund		
Animal Control		
376849 FIX OUR FERALS	VETERINARY SERVICES	885.00
376876 MWI VETERINARY SUPPLY CO	VETERINARY SERVICES	816.11
376918 ALLIANCE WELDING	SUPPLIES	107.88
376954 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	724.05
376965 HILLS PET NUTRITION	SUPPLIES	578.72
376991 PACIFIC GAS AND ELECTRIC CO	GAS	1,275.03
377005 STARLINE SUPPLY COMPANY	SUPPLIES	172.26
377015 ZOETIS LLC	SUPPLIES	334.69
215 Civic Arts Fund		
Civic Arts		
377011 UNITED SITE SERVICES OF CA	EQUIPMENT	2,482.75
219 Recreation Fund		
Non Departmental		
376835 CCC SENIOR NUTRITION PROGRAM	NUTRITION SERVICES	24,416.42
376964 HERRERA, CLAUDIA	RENTAL DEPOSIT REFUND	1,000.00
376966 HUB INTERNATIONAL OF CA INSURA	EVENT INSURANCE	742.44
376988 ORNELAS, MARTHA	RENTAL DEPOSIT REFUND	1,000.00
376989 ORTIZ, LAURA	RENTAL DEPOSIT REFUND	1,000.00
Recreation Admin		
376866 LOWES COMPANIES INC	SUPPLIES	26.82
376991 PACIFIC GAS AND ELECTRIC CO	GAS	4,017.64

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Senior Programs

376927 AT AND T MCI	PHONE	378.87
376936 BRENTWOOD PRESS AND PUBLISHING	ADVERTISING	399.00
376991 PACIFIC GAS AND ELECTRIC CO	GAS	2,678.44

Recreation Sports Programs

376834 CALIFORNIA USSSA	ADULT SOFTBALL FEES	140.00
376862 KIDZ LOVE SOCCER INC	YOUTH SOCCER FEES	1,740.00
376866 LOWES COMPANIES INC	SUPPLIES	389.59
376911 WESCO RECEIVABLES CORP	SUPPLIES	92.79
376944 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,590.00
376991 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,762.73
376994 PIONEER MANUFACTURING COMPANY	SUPPLIES	758.53
377014 YBA SHIRTS	CAMP SHIRTS	840.00

Recreation-Comm Center

376824 BAGNESCHI, ALBERTA	CONTRACTOR PAYMENT	307.20
376859 JENNIFER HINES DESIGN	REC GUIDE DESIGN/PRODUCTIC	4,596.69
376904 TECHSPLOSION INC	CONTRACTOR PAYMENT	1,297.20
376943 COMCAST	ACC PUBLIC INTERNET	50.01
376953 DUGAND, KARINA	CONTRACTOR PAYMENT	1,732.80
376961 GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	620.40
376998 RESPONSIVE COMMUNICATION SERV	RADIO REPLACEMENT	614.54
377011 UNITED SITE SERVICES OF CA	EQUIPMENT	517.94

221 Asset Forfeiture Fund

Non Departmental

376845 D'AMBROSIO, MICHAEL	RETURN OF FUNDS	1,483.00
376875 MORGAN, KARRELL DEVEICE	RETURN OF FUNDS	378.00
376914 WINSTON, SHANAY	RETURN OF FUNDS	283.00

222 Measure C/J Fund

Non Departmental

Streets

376933 BAY AREA NEWS GROUP	LEGAL AD	424.80
376969 JN ENGINEERING	INSPECTION SERVICES	2,500.00
932476 JJR CONSTRUCTION INC	PEDESTRIAN IMPROVEMENTS	386,536.19

229 Pollution Elimination Fund

Channel Maintenance Operation

376885 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,999.30
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932498	PARSONS BRINCKERHOFF INC	CONSULTING SERVICES	2,321.82
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
376916	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,185.92
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	953.39
Lonetree Maintenance Zone 2			
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	773.92
Lonetree Maintenance Zone 3			
376898	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,783.28
377001	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,783.28
Lonetree Maintenance Zone 4			
377008	STEWARTS TREE SERVICE INC	PROFESSIONAL SERVICES	412.50
252 Downtown SLLMD Fund			
Downtown Maintenance			
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	254.75
253 Almondridge SLLMD Fund			
Almondridge Maintenance			
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	225.58
254 Hillcrest SLLMD Fund			
Hillcrest Maintenance Zone 1			
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	828.70
Hillcrest Maintenance Zone 2			
376916	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	2,986.80
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	791.39
Hillcrest Maintenance Zone 4			
376916	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	995.60
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	684.64
255 Park 1A Maintenance District Fund			
Park 1A Maintenance District			
376990	PACIFIC GAS AND ELECTRIC CO	GAS	60.19
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	212.58

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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	83.40
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Citywide 2A Maintenance Zone 4

376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	335.07
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Citywide 2A Maintenance Zone 5

376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	398.48
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Citywide 2A Maintenance Zone 6

376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	239.42
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Citywide 2A Maintenance Zone 9

376814	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	2,986.80
376898	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	517.11

Citywide 2A Maintenance Zone10

376991	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	129.75
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257 SLLMD Administration Fund

SLLMD Administration

376866	LOWES COMPANIES INC	SUPPLIES	84.16
932477	QUENVOLDS	SAFETY SHOES	300.00
932494	QUENVOLDS	SAFETY SHOES	287.10

259 East Lone Tree SLLMD Fund

Zone 1-District 10

376814	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	7,964.83
376916	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,385.04

311 Capital Improvement Fund

Non Departmental

Parks & Open Space

376843	CONTRACTOR COMPLIANCE & MONITOF	LABOR COMPLIANCE	630.00
376946	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	572.40

Streets

376922	ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR PROJECT	74,715.84
376969	JN ENGINEERING	INSPECTION SERVICES	300.00

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Northeast Annexation

376935 BKF ENGINEERS INC	PROFESSIONAL SERVICES	6,022.68
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376 Lone Diamond Fund

Assessment District

376940 CENTRAL SELF STORAGE ANTIOCH	STORAGE	252.00
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570 Equipment Maintenance Fund

Non Departmental

376856 HUNT AND SONS INC	FUEL	12,143.58
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Equipment Maintenance

376820 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	283.00
376866 LOWES COMPANIES INC	AUTO PARTS	14.44
376880 OCONNELL JETTING	PARTS	198.48
376925 ANTIOCH AUTO PARTS	AUTO PARTS	1,638.42
376991 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	974.04
932472 GRAINGER INC	SUPPLIES	77.43
932479 SC FUELS	LUBRICANTS	2,973.89

573 Information Services Fund

Non Departmental

376930 BANK OF AMERICA	EE COMP PURCHASE	1,853.66
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Network Support & PCs

376943 COMCAST	CONNECTION SERVICES	1,648.22
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Telephone System

376928 AT AND T MCI	PHONE	32.93
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Office Equipment Replacement

932470 ALTURA COMMUNICATION SOLUTIONS	SOLUTIONS SUPPORT	32,278.50
932484 COMPUTERLAND	COMPUTER EQUIPMENT	4,184.54

580 Loss Control Fund

Human Resources

376919 ALLIED 100	MAINTENANCE SERVICES	117.56
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611 Water Fund

Non Departmental

376819 ANTIOCH AUTO PARTS	AUTO PARTS	3,585.76
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376828 BISHOP CO	SUPPLIES	1,730.50
376837 COLE SUPPLY CO INC	SUPPLIES	2,709.69
376846 EAST BAY WORK WEAR	UNIFORMS	768.43
376894 ROBERTS AND BRUNE CO	SUPPLIES	81.88
376911 WESCO RECEIVABLES CORP	SUPPLIES	4,741.79
376912 WESCO RECEIVABLES CORP	SUPPLIES	144.38
932472 GRAINGER INC	SUPPLIES	2,322.03

Water Supervision

376854 HOFFMAN, JESSE	WATER REFUND REISSUE	46.38
376942 COLEY, TIMOTHY P	EXPENSE REIMBURSEMENT	26.26
376984 OCT ACADEMY MCCLELLAN PARK	TEST PREPARATION	390.00
932473 HOYA SAFETY	SAFETY GLASSES - L REYES	282.48

Water Production

376830 BORGES AND MAHONEY	PARTS	1,499.47
376852 GUTOWSKI, MARK R	EXPENSE REIMBURSEMENT	306.55
376893 REINHOLDT ENGINEERING CONSTR	REPAIR SERVICES	905.23
376903 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	11,137.50
376909 UNIVAR USA INC	CAUSTIC	8,184.07
376924 ACE HARDWARE, ANTIOCH	SUPPLIES	18.44
376945 CONNELLY, BRIAN K	EXPENSE REIMBURSEMENT	50.00
376958 EXPONENT INC	CONSULTING SERVICES	21,121.00
376972 LAW OFFICE OF MATTHEW EMRICK	WATER RIGHTS	13,357.00
376985 OFFICE MAX INC	OFFICE SUPPLIES	45.07
376991 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	183,963.21
377003 SOLVAY CHEMICALS INC	FLUORIDE	5,376.15
377012 WALTER BISHOP CONSULTING	CONSULTING SERVICES	4,270.00
932469 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,244.85
932471 CHEMTRADE CHEMICALS US LLC	ALUM	17,423.21
932472 GRAINGER INC	SUPPLIES	1,282.61
932477 QUENVOLDS	SAFETY SHOES	230.55
932482 THATCHER COMPANY OF CALIFORNIA	CHLORINE	4,454.00
932492 NTU TECHNOLOGIES INC	POLYMER	6,118.00

Water Distribution

376813 AJW CONSTRUCTION	ASPHALT SERVICES	21,453.00
376816 ALTA FENCE	PROFESSIONAL SERVICES	1,789.50
376817 ALTA FENCE	PROFESSIONAL SERVICES	12,655.78
376866 LOWES COMPANIES INC	SUPPLIES	153.42
376884 PACE SUPPLY CORP	SUPPLIES	6,350.08
376894 ROBERTS AND BRUNE CO	SUPPLIES	21,195.68

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376930 BANK OF AMERICA	HEADSETS	55.47
376943 COMCAST	CONNECTION SERVICES	1,018.67
376957 EWING IRRIGATION PRODUCTS	SUPPLIES	183.68
376959 FASTENAL CO	SUPPLIES	324.25
376984 OCT ACADEMY MCCLELLAN PARK	TEST PREPARATION	1,560.00
932494 QUENVOLDS	SAFETY SHOES	1,743.74

Water Meter Reading

376930 BANK OF AMERICA	SUPPLIES	55.47
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Public Buildings & Facilities

376923 ANDERSON PACIFIC ENGINEERING	WATER TREATMENT PROJECT	34,252.00
376933 BAY AREA NEWS GROUP	LEGAL AD	254.70
376939 CAMP DRESSER AND MCKEE INC	CONSULTING SERVICES	5,744.54
376968 JDH CORROSION CONSULTANTS INC	PROFESSIONAL SERVICES	25,932.59
376979 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	1,960.00
377013 WOODARD AND CURRAN	PROFESSIONAL SERVICES	6,120.88
932483 CAROLLO ENGINEERS INC	CONSULTING SERVICES	170,138.93

Warehouse & Central Stores

377010 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE	19.50
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612 Water System Improvement Fund

Water Systems

376969 JN ENGINEERING	INSPECTION SERVICES	100.00
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621 Sewer Fund

Sewer-Wastewater Collection

376813 AJW CONSTRUCTION	ASPHALT SERVICES	21,453.00
376816 ALTA FENCE	PROFESSIONAL SERVICES	1,789.50
376817 ALTA FENCE	PROFESSIONAL SERVICES	12,655.78
376848 FASTENAL CO	TOOLS	454.12
376866 LOWES COMPANIES INC	TOOLS	305.41
376873 MJH EXCAVATING INC	EQUIPMENT RENTAL	4,190.00
376883 P AND L MARKETING INC	TEST PREPARATION	1,150.00
376897 SHEPARD, MARILYN	PACP TRAINING	2,450.00
376930 BANK OF AMERICA	SUPPLIES	110.95
376943 COMCAST	CONNECTION SERVICES	1,018.67
376952 DELTA FENCE CO	PROFESSIONAL SERVICES	10,142.00
376967 JACK DOHENY SUPPLIES INC	REPAIR SERVICES	188.42
376978 MJH EXCAVATING INC	EQUIPMENT RENTAL	3,200.00
932472 GRAINGER INC	SUPPLIES	98.23

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932494 QUENVOLDS SAFETY SHOES 687.30

631 Marina Fund

Marina Administration

376831 BRENTWOOD PRESS AND PUBLISHING ADVERTISEMENT 138.00
 376840 COMCAST CONNECTION SERVICES 216.21
 376892 RECREATION PUBLICATIONS ADVERTISEMENT 680.00
 376991 PACIFIC GAS AND ELECTRIC CO GAS 4,764.91

Marina Maintenance

376866 LOWES COMPANIES INC SUPPLIES 115.47
 932494 QUENVOLDS SAFETY SHOES 274.05

641 Prewett Water Park Fund

Non Departmental

376938 CARPENTER, LOIS RENTAL DEPOSIT REFUND 500.00
 376966 HUB INTERNATIONAL OF CA INSURA EVENT INSURANCE 676.32
 376976 MASON, ROSIE RENTAL DEPOSIT REFUND 500.00

Recreation Water Park

376866 LOWES COMPANIES INC SUPPLIES 325.80
 376921 AMERICAN RED CROSS LIFEGUARD CERTIFICATION 351.00
 376957 EWING IRRIGATION PRODUCTS SUPPLIES 605.20
 376960 FEDEX SHIPPING 48.00
 376971 KNORR SYSTEMS INC CARBON DIOXIDE 865.55
 376973 LESLIES POOL SUPPLIES CHEMICALS 58.69
 376975 LINCOLN EQUIPMENT INC CHEMICALS 661.94
 376983 OAKLEYS PEST CONTROL PEST CONTROL 220.00
 376987 ORIGINAL WATERMAN UNIFORMS 1,409.21
 376991 PACIFIC GAS AND ELECTRIC CO GAS 16,690.85
 376998 RESPONSIVE COMMUNICATION SERV RADIO MAINTENANCE 888.76

721 Employee Benefits Fund

Non Departmental

376839 COLONIAL LIFE PAYROLL DEDUCTIONS 407.06
 376948 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 50.00
 376949 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 400.00
 376993 PARS PAYROLL DEDUCTIONS 5,283.73
 377006 STATE OF CALIFORNIA PAYROLL DEDUCTIONS 200.00
 377007 STATE OF CALIFORNIA PAYROLL DEDUCTIONS 53.41
 932491 NATIONWIDE RETIREMENT SOLUTION PAYROLL DEDUCTIONS 29,433.29
 932496 VANTAGEPOINT TRANSFER AGENTS PAYROLL DEDUCTIONS 2,728.30



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Ordinance Repealing Title 5, Chapter 21 of the Antioch Municipal Code Regarding Medical Marijuana Facilities – 2nd Reading of Ordinance

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance repealing Title 5, Chapter 21 of the Antioch Municipal Code regarding Medical Marijuana Facilities.

STRATEGIC PURPOSE

This action would address the following strategies contained in the Strategic Management Plan:

- Strategy H-2: Update long range planning documents.
- Strategy H-5: Grow Antioch's economy through additional annexation, as well as residential and commercial development.

FISCAL IMPACT

The proposed ordinance will have no fiscal impact because the recently adopted Cannabis Ordinance will enable similar land uses.

DISCUSSION

The adoption of an Ordinance requires two separate readings. The subject Ordinance was introduced at the September 11, 2018 City Council meeting. This 2nd Reading will finalize the action and repeal the subject Municipal Code language. The Ordinance will be final thirty (30) days after this action.

ATTACHMENTS

- A: Ordinance Repealing Title 5, Chapter 21 of the Antioch Municipal Code Regarding Medical Marijuana Facilities

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING CHAPTER 21 OF TITLE 5: MEDICAL MARIJUANA FACILITIES

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

1. On July 24, 2018, the City of Antioch found that the proposed project is exempt from the California Environmental Quality Act (CEQA), per Section 15061(b)(3) as it is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment.
2. On May 22, 2018, the City Council introduced an Ordinance establishing a Cannabis Business (CB) Zoning Overlay District along with text containing definitions, standards, and findings for new Cannabis Business land uses.
3. On June 26, 2018, the City Council approved the second reading of the Ordinance, which will become effective on July 26, 2018.
4. The new Ordinance will conflict with Title 5, Chapter 21: Medical Marijuana Facilities, which is detrimental to the administration of the City of Antioch and will produce duplicative and conflicting standards.
5. The regulation of land use, including cannabis businesses, throughout the City of Antioch is in the interest of the City and its residents as land uses have the potential to create a public nuisance if not properly regulated.

SECTION 2: Repeal Title 5, Chapter 21: Medical Marijuana Facilities in its entirety.

SECTION 3. CEQA.

The above amendment to the City's Municipal Code are exempt from environmental review per CEQA Guidelines under the General Rule, 14 California Code of Regulations, section 15061(b)(3). The proposed code amendments are consistent with California Law, specifically Government Code section 65850.7 and Civil Code section 714. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant effect on the environment.

In addition, this ordinance is not subject to CEQA per section 15060(c)(2) of the CEQA Guideline. In addition, this ordinance is not a project under section CEQA Guidelines section 15378(b)(2) because this ordinance involves "continuing administrative activities". Finally, this ordinance is also statutorily exempt under (the 2017 "SB 94" legislation) per Business and Professions Code section 26055(h).

SECTION 4. Publication; Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

SECTION 5. Severability.

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

* * * * *

I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 11th day of September, and passed and adopted at a regular meeting thereof, held on the 25th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, CMC
City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Establishment of a Senior Development Impact Fee and Parkland Dedication Fee – 2nd Reading of Ordinance

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance amending Antioch Municipal Code Sections 9-3.40, 9-4.1004, and 9-4.1007 to create a Senior Rate Development Impact Fee Category and Parkland Dedication Rate.

STRATEGIC PURPOSE

The proposed action would introduce a new senior rate fee category that would better correspond to the actual impact of these households. This action is consistent with Strategy H-5: Grow Antioch's economy through additional annexation, as well as residential and commercial development.

FISCAL IMPACT

The proposed action would introduce a new senior rate fee category for Development Impact Fees and for the Parkland Dedication Fee. As these proposed fees are lower than the typical rates for a single-family dwelling, which are currently charged for senior housing units, the City should anticipate a reduction in revenue from new senior housing projects. The costs of providing facilities will be equally reduced.

DISCUSSION

The adoption of an Ordinance requires two separate readings. The subject Ordinance was introduced at the September 11, 2018 City Council meeting. At the September 11, 2018 City Council meeting, staff addressed a mathematical error in the original report and Ordinance and offered a substitute Resolution and Ordinance with the corrected figures. The attached Ordinance reflects the corrected figures.

ATTACHMENTS

A: Ordinance Amending Antioch Municipal Code Sections 9-3.40, 9-4.1004, and 9-4.1007

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTIONS 9-3.40 AND 9-4.1004 OF THE ANTIOCH MUNICIPAL CODE TO CREATE SENIOR HOUSING FEE RATES

The City Council of the City of Antioch does ordain as follows:

SECTION 1. Amendment to the Antioch Municipal Code. Section 9-3.40:

DEFINITIONS is repealed and replaced as follows:

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICANT. The person(s) or legal entity or entities, who may also be the property owner, who is applying for a building permit.

CITY. The City of Antioch, including its future boundaries.

CREDIT. Any amount credited against a DIF obligation for a development project in accordance with the provisions of § 9-3.70 of this chapter.

DIRECTOR or DIRECTOR OF COMMUNITY DEVELOPMENT. The Director of the Department of Community Development and the person(s) within the Department designated by the Director to exercise or carry out any of the Director's powers, authority, and responsibilities under this chapter.

DEVELOPMENT IMPACT FEE and DIF. Each and all of the development impact fees established by this chapter.

DEVELOPMENT IMPACT FEE STUDY, DIF STUDY, and STUDY. The Development Impact Fee Study dated February 2014 and numbered EPS #20001, prepared by Economic and Planning Systems, Inc., and any present and future amendments, additions, and updates to said Study, all of which are deemed included in such definitions as used in this chapter, which is on file with the Department of Community Development and the City Clerk.

MIXED USES. Include combinations of land use types in a single project or building.

PROJECT. The development or redevelopment proposal that is the subject of an application for a building permit.

PUBLIC FACILITIES. The public facilities identified in the Study, including a capital improvement project list and cost estimates of the public facilities, which may be funded by the DIFs, and may include public improvements, public services, and community amenities.

SENIOR HOUSING. Residential housing that is legally restricted and only made available for ownership or rental by person(s) 55 years of age or older.

SECTION 2. Amendment to the Antioch Municipal Code. Section 9-4.1004 STANDARDS AND FORMULA FOR THE DEDICATION OF LAND is repealed and replaced as follows:

The proportion of a subdivision to be dedicated or the amount of fees to be paid in lieu thereof, or a combination of both, shall be determined according to the formula set forth in this section. The table for determining dedication shall be based on the following formula: the average number of persons per dwelling unit multiplied by the standard of 5.0 acres per 1,000 persons equals the required number of acres per dwelling unit. The following table, based upon such formula, shall be followed:

Unit Category	Average Person/DU	Average Requirement/DU
Single-family, detached	3.0	0.015
Single-family, attached	2.2	0.011
Duplexes	1.9	0.0095
Multi-family	1.9	0.0095
Senior Housing	1.5	0.0075

Section 9-4.1007 AMOUNT OF FEES IN LIEU OF LAND DEDICATIONS is repealed and replaced as follows:

The Council finds that the average land value for improved residential land is \$100,000 per acre. Therefore, the amount of fees required to be paid in lieu of land dedication shall be the following amounts:

Type of Unit	Fee per Dwelling Unit
Single-family, detached	\$1,500
Single-family, attached	1,100
Duplexes	950
Multi-family	950
Mobile home	950
Senior Housing	750

SECTION 3. CEQA.

This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that

this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemptions contained in CEQA Guidelines section 15273 (a) (4), because it constitutes the establishment of charges for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas, and CEQA Guidelines section 15061 (b) (3), because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date.

This Ordinance shall be effective thirty (30) days from and after the date of its adoption.

SECTION 5. Publication; Certification.

The City Clerk shall certify to the adoption of this Ordinance and cause same to be published in accordance with State law.

* * * * *

I **HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 11th day of September 2018 and passed and adopted at a regular meeting thereof, held on the 25th day of September, by the following vote:

AYES:

NOES:

ABSENT:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, CMC
City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Wolken, Consultant *AW*

APPROVED BY: Ron Bernal, City Manager *RB*

SUBJECT: Master License Agreement for Wireless Facilities on Poles in the City Right of Way, Extenet Systems, LLC.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Master License Agreement with Extenet Systems, 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. The Agreement also provides additional revenue to the City through the issuance of pole licenses. 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 year, adjusting annually at 4%, for every pole that a wireless facility is placed inside for a ten-year period.

DISCUSSION

Technological developments and demand for high-speed mobile data service and capacity has extended beyond the capacities of traditional macro cell wireless communication facilities. To meet this demand, wireless providers have accelerated their small cell and distributed antenna system deployments (micro cell) in the public right-of-way which results in placing microcell services within City owned streetlight poles. The Master License 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 Master License Agreement provides Extenet Systems a ten-year License period to install microcell facilities on City staff approved poles and locations throughout the City. The agreement establishes an annual fee of \$2,000 per pole that escalates at a rate of 4% annually. There is also a onetime

fee, Master License Administrative fee, of \$8,000. Anytime Extenet Systems delivers to the City a Pole License Application, requesting to add microcell sites to City owned poles, they also need to pay a \$1,000 Pole License Administrative Fee. Approval of this Master License Agreement will allow the City to move forward with Extenet Systems, LLC. on the installation of microcell facilities.

ATTACHMENTS

- A. Resolution
- B. Master License Agreement
- C. Pole Simulation

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A MASTER LICENSE FOR WIRELESS FACILITIES ON POLES IN
RIGHT OF WAY WITH EXTENET SYSTEMS, LLC**

WHEREAS, the City of Antioch (“City”) owns utility poles in public rights-of-way that are suitable for installing wireless communications facilities; and

WHEREAS, Extenet Systems, LLC, a California limited liability company (“Extenet”), 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 Extenet 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 25th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

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

**MASTER LICENSE AGREEMENT FOR
WIRELESS COMMUNICATIONS FACILITIES INSTALLATIONS**

between

CITY OF ANTIOCH, A CALIFORNIA MUNICIPAL CORPORATION

and

**EXTENET SYSTEMS (CALIFORNIA) LLC, A CALIFORNIA 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 _____ (the “**Effective Date**”) is between the City of Antioch, a California municipal corporation (the “**City**”) and ExteNet Systems (California) LLC (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 control access to and use the rights-of-way within the City’s jurisdictional boundaries, and to require 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, official, 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 of any part of its 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 generally 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, or adjacent to, a licensed City Pole, peripherals, and ancillary

equipment and installations, including wiring, cabling, power feeds, vaults, pull boxes, pedestals 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 Section 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.

“License Area” means those certain spaces on the City’s Poles and other City Property, which includes without limitation any conduits, chases, risers, trays, pipes, vaults, pull boxes, hand holes, identified on the Approved Plans as occupied by the Equipment and licensed to Licensee. The parties may use the term “License Area” to refer to those spaces licensed to Licensee under an individual Pole License or to refer to all spaces collectively licensed to Licensee under all Pole Licenses in connection with this Master License.

“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 Licensee’s 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, traffic signal 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 generally 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 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 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 (other than the City's Agents and/or Invitees for equipment used in connection with the City's municipal functions) 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 any Pole Licenses. Furthermore, neither this Master License nor any Pole License authorizes or confers any rights in Licensee or any other persons or entities to use any portions of the public rights-of-way, or any improvements or other personal property within the public rights-of-way owned by any third parties. 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 Licensee's 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 possess any interest or rights 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 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) subject to the terms and conditions 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; (5) Licensee has no ownership rights in any Pole whatsoever; and (6) 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, and 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 on _____ (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 or upon termination of this Master License, 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

For each Pole License approved by the City pursuant to Section 6.3.4 (Pole License Application Approval), Licensee shall deliver to the City a letter in the form shown in Exhibit A-3 to the Pole License (the "**Acknowledgment Letter**") within approximately 10 business days after Licensee obtains all Regulatory Approvals necessary for the Permitted Use on any License Area. The parties intend the Acknowledgment Letter to: (1) confirm the Commencement Date; (2) tender or confirm payment by wire transfer of the License Fee for the first License Year and the Surety Bond; (3) provide the City with copies of all Regulatory Approvals for the Equipment on each licensed Pole; 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 Acknowledgment Letter after the City examines the Regulatory Approvals. The City's 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 Acknowledgment 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. The date on which the City countersigns the Acknowledgment Letter will be the effective date for the subject Pole License.

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 shall be the schedule shown in Schedule A-4 and 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 4% 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 and 00/100 Dollars (\$8,000.00)** (the “**Master License Administrative Fee**”) to cover the City’s costs to review and execute 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 **One Thousand and 00/100 Dollars (\$1,000.00)** (the “**Pole License Administrative Fee**”). 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 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, however, that the term excludes any (1) License Fees; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with the City’s review of Pole License Applications or coordinating and inspecting Equipment installed on the License Area; and (4) any payments to the City in its regulatory capacity.

4.6. Payment Procedures

Licensee shall pay all License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City in cash or other immediately available funds by (1) local check payable to the City of Antioch and delivered to P.O. Box 5007 Antioch, California 94531-5007 or (2) electronic wire transfer. Any payment made with a dishonored check will be deemed unpaid.

4.7. Estimated Charges and Fees

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City’s right to impose the Additional Fees is in addition to, and not in lieu of, any other rights it may have under this Master License. Furthermore:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY’S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING HIS OR HER INITIALS BELOW, EACH PARTY’S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER A NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE CITY’S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Licensee



City

5. USES

5.1. Permitted Use

Licensee may use the License Area solely for the installation, operation and maintenance of Equipment for transmission and reception of wireless communications signals (the “**Permitted Use**”) in compliance with all applicable Laws and any conditions in any Regulatory Approvals and for no other use whatsoever without the City’s prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason. Licensee may sublicense or otherwise allow its Invitees to use capacity on Licensee’s Equipment; provided, however, that any such third parties shall not be permitted to perform any physical work on any Pole without the City’s prior written consent, which the City may reasonably withhold or condition as the City deems necessary to protect the Pole or public health safety and/or welfare.

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.

5.4. Prohibition on “Macro Cell” Uses

The City and Licensee intend this Master License and any Pole License to cover only “small cell” and/or distributed antenna system installations, as those terms are commonly understood to mean small, low-power, low-elevation, unobtrusive wireless facilities intended to cover relatively small geographic areas. Licensee expressly acknowledges and agrees that the Permitted Use under this Master License does not include the right to use any Pole as a support structure for a “macro cell” or a traditional wireless tower typically constructed on private property. The City may, in its sole and absolute discretion, approve “macro cell” facilities on its Poles on a case-by-case basis.

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. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its municipal functions or proprietary interest 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 consider any matter that affects its municipal functions or proprietary interests, 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 unless Licensee proposes to install a Pre-Approved Design as a new Pole that does not replace an existing Pole in the same location. 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 complete Pole License Application in a reasonably prompt manner 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 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, 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, which includes without limitation any concerns about historic or environmental impacts, traffic control, pedestrian access and general right-of-way management. 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 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. In the event that Licensee fails to commence construction pursuant to the Pole License within one year from the date the City fully executes the Acknowledgment Letter, the Pole License shall automatically expire unless the City Manager grants a written extension that may not exceed one additional year. Licensee shall not be entitled to any refund for any fees, which include without limitation the

License Fee paid in connection with a Pole License that expires pursuant to this Section 6.4.4. Nothing in this Section 6.4.4 is intended to prohibit or prevent Licensee from submitting a new Pole License Application for the same or substantially the same Poles as those covered under a Pole License that expired pursuant to this Section 6.4.4.

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 or create a hazardous or unsafe condition.

6.4.6. Federal and State Regulations Inapplicable

Licensee expressly acknowledges and agrees that all requirements, limitations or other restrictions in any Laws applicable to the City in its regulatory capacity (which may include without limitation 47 U.S.C. § 332(c)(7); 47 U.S.C. § 253; 47 U.S.C. § 1455; 47 C.F.R. § 1.40001; California Public Utilities Code §§ 7901 or 7901.1; California Government Code §§ 50030, 65850.6, 65964 or 65964.1; and any judicial or administrative interpretations in connection with any such Laws) do not apply to the City's review or determination in connection with any Pole License Application submitted pursuant to this Master License. Without any limitation on the generality of the preceding sentence, and for only the purposes in this Master License and any Pole License, the City and Licensee expressly acknowledge and agree that any Equipment installed pursuant to this Master License or any Pole License will not be considered or interpreted as "personal wireless service facilities" as defined in 47 U.S.C. § 332(c)(7)(C)(ii), and any Pole or replacement Pole on which such Equipment is installed will not be considered or interpreted as a "tower" or a "base station" as used in 47 U.S.C. § 1455 or 47 C.F.R. § 1.40001 *et seq.*

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 Master License.

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 for 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.

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 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 10 business 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, contact information and business addresses for all contractors or subcontractors 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 or prevailing wages if required) 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 timely 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 Licensee's 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: Charles Lindsay
Title: Manager, External Relations
Phone: 510-910-7787
Email: clindsay@extenetsystems.com
Address: 2000 Cow Canyon Place Suite 185
San Ramon CA 94583

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. The parties may change the project managers above from time-to-time through written notice to the addresses above or the then-current notice address.

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 Licensee's 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 (4) 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 and City shall execute a separate IRU Agreement outlining the terms of this fiber dedication, which

shall be in a mutually acceptable form and consistent with the terms and conditions in this Master License. Licensee further agrees that, at the time this Master License expires or terminates, Licensee shall transfer to the City title and ownership of any fiber strands, and the right to use any pull boxes, vaults, splice cases and other improvements in connection with the transferred strands that the City uses or desires to use by quitclaim or bill for sale at no cost to the City.

7.8. Title to Licensee's 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 deemed and remain at all times Licensee's personal property or in Licensee's sole control. 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 City Property and remain 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 its Equipment from the License Area at any time after 30 days' written notice to the City.

7.9. Prevailing Wages

The services to be provided under the Master License or any Pole License are or may be subject to prevailing wage rate payment as set forth in California Labor Code Section 1771. Accordingly, to the extent that such services are subject to the prevailing wage rate payment requirements, Licensee shall comply with all California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, "**Prevailing Wage Policies**"). Licensee shall allow the City to inspect, upon request by the City, Licensee's payroll records and other proof of compliance with the Prevailing Wage Policies consistent with the requirements in California Labor Code § 1776, as may be amended or superseded.

Licensee shall defend, indemnify and hold the City harmless and its officers, officials, employees, volunteers, agents and representatives (collectively, "**Indemnitees**") from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "**Claims**"), arising out of or in any way connected with Licensee's obligation to comply with all laws with respect to the work of improvements or Prevailing Wage Policies, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781, as amended and added by Senate Bill 966.

Licensee hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Licensee's obligation to comply with all laws with respect to the work of improvements and

Prevailing Wage Policies. Licensee is aware of and familiar with the provisions of California Civil Code Section 1542 which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

As such relates to the Master License and Pole License, Licensee hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542. The obligations of Licensee under this Section 7.9 shall survive the termination of this Master License or Pole License.

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 and exclusively from the gross 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. 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' gross negligence or willful misconduct and not contributed to by Licensee's or its Agents' or Invitees' acts, omissions or negligence.

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 sole judgment, for its street light operations and other municipal functions; (2) correct any immediately hazardous condition. Except as provided in Section 26 (Termination), 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 its 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 Licensee's 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 use or 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 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 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 Licensee's Equipment installed on Poles that is authorized or permitted under this Section 9.2 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 not be subject to the City's prior consent 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. Prior to performing any modification under this Section 9.2.2, Licensee will obtain all Regulatory Approvals required for the modification and provide the City with notice prior to commencing any work in connection with the modification.

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

All work performed by or for Licensee under this Section 9.4 shall be: (1) at Licensee's sole cost and expense; (2) performed 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; and (5) performed solely by Licensee or Licensee's Agents and not by Licensee's Invitees.

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 Licensee's Equipment. If Licensee does not cause the release of lien 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 15 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 Licensee's 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. The City may, in its sole and absolute discretion, permit Licensee in writing to

connect to or submeter from any electrical service provided to the City on any Pole not subject to a flat rate from the City's electrical service provider. Licensee shall timely pay when due all charges for all utilities furnished to its Equipment. Any permitted interconnection between the City's and Licensee's electrical facilities shall be accomplished in compliance with all applicable Laws and all utility service providers' policies for such interconnection.

12. TAXES AND ASSESSMENTS

12.1. Possessory Interest Taxes

Licensee understands and acknowledges that this Master License or any Pole License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes under Revenue and Taxation Code Section 107.6. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Master License or any Pole License 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 or any Pole License.

12.2. Licensee's Tax Obligations

Licensee agrees to pay when due and 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 Licensee's 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 Licensee's Equipment. In the event that the City receives any tax or assessment notices on or in connection with the License Area or Licensee's 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 Licensee's 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 strict 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. No occurrence or situation arising during the Term arising under any current or future Law, whether foreseen or unforeseen and however extraordinary, will relieve Licensee from its obligations under this Master License or give Licensee any right to terminate this Master License or any Pole License in whole or in part or to otherwise seek redress against the City. Licensee waives any rights under any current or future Laws to terminate this Master License or any Pole License, to receive any abatement, diminution, reduction or suspension of payment of License Fees, or to compel the City to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

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 City, the CPUC and the California Division of Occupational Safety and Health, Department of Industrial Relations or its duly appointed successor agency, 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 Personal 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). 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 arises in connection with 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 Building and Electric Codes

Licensee shall conduct all activities on the License Area in accordance with the requirements of all applicable codes and regulations related to building and construction safety, which includes without limitation the California Building Code, the California

Electric Code, National Electric Safety Code IEEE C2 (the “**NESC**”) and any applicable local building or 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 California Building Code, 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 Licensee’s Equipment alone or from the cumulative effect of Licensee’s Equipment added to all other sources on or near the License Area. Licensee must provide to the City an 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; 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, the Equipment on the Pole cannot be operated, the City may decide to terminate affected Pole License on 30 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 the contrary, the City will have the right to remove any damaged Pole when deemed necessary, in the City's sole determination, 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 Licensee's 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

Any taking that affects any License Area in whole or in part for less than 90 days will have no effect on the affected Pole License, except that Licensee will be entitled to a pro-rata abatement in the applicable License Fee to the extent that such 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 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

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 complete information, which includes without limitation financial statements, business track records, references and other information about the proposed assignee (the “**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 the 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**”). If the City fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. 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. As a condition on the City’s consent, Licensee shall pay to the City the amount by which any consideration paid to Licensee by the Assignee exceeds the aggregate sum of all Licensee Fees and Additional Fees that remain payable under the assigned Pole Licenses within 10 days after Licensee receives payment from the Assignee.

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 capital and fiscal qualifications stated in this Section; (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) 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 Article will be void and be a material default by Licensee under this Master License without a requirement for notice and a right to cure. 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 Section.

16.5. Assumption by Transferee

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. No Assignment will be binding on the City unless Licensee or the Assignee delivers to the City evidence satisfactory to the City that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area, 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 **Two Thousand and 00/100 Dollars (\$2,000.00)** (included as an Additional Fee) for each request.

16.6. Licensee's Customers

The parties agree and acknowledge that, notwithstanding anything in this Master License to the contrary, certain Equipment deployed by Licensee pursuant to this Master License may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Equipment shall be treated as Licensee's Equipment for all purposes under this Master License, which includes the right to remove and relocate the Equipment subject to the terms and conditions of this Master License, under the following conditions: (i) Licensee remains responsible and liable for all performance obligations under the Master License with respect to such Equipment; (ii) City's sole point of contact regarding such Equipment shall be Licensee; and (iii) such use by Licensee or Carriers does not involve any physical changes to the Equipment other than changes permitted or otherwise approved under Section 9.2.2 (Modifications). In the event that Licensee has more than one Carrier at a Pole Location, Licensee shall (a) provide written notice to the City that identifies the Carrier who will be using the Equipment and the location(s) where such use will occur and (b) pay the appropriate annual fee for any additional Carrier as specified in Schedule A-4, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the License Fee so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any additional fee to allow Licensee's customers to use wireline Equipment for data transport, backhaul or similar services.

17. DEFAULT

17.1. Events of Default by Licensee

Any of the following will constitute an event of default by Licensee 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 fails to perform or comply with any other obligation or representation made under this Master License; (8) Licensee removes its Equipment or abandons the License Area for a continuous period of more than 60 days, such that the License Area is 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 shall be deemed in default if the failure to perform continues for 30 days after the date of notice from the City, or, if such default is not capable of cure within the 30-day period, Licensee fails to promptly undertake action to cure such default within such 30-day period and thereafter fails to use its best efforts to complete such cure within 60 days after the City's notice. 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 sole judgment that the default materially affects the purposes of this Master License, the City may terminate this Master License in whole or in part. 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 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 its Equipment from any affected City Pole, which will be at least 30 days after the date of the City's notice for up to 50% of licensed City Poles and an additional 30 days for more than 51% of licensed City Poles. If Licensee does not remove its Equipment within the specified period, the City will be entitled to remove Licensee's 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 Licensee's 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 as 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; or (5) fails to timely remove Equipment after termination or abandonment of Master License.

17.3. Licensee's Remedies

Licensee's sole remedy for the City's breach or threatened breach of this Master License or any Pole License issued under it will be an action for damages, subject to Section 20 (Limitations on City's Liability).

17.4. 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 or arises in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized uses on or about the License Area; (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 Licensee's Equipment or uses on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area attributable to 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 any negligence may be attributed to the Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties, but except to the extent that such Claim(s) arise from the Indemnified Parties' willful misconduct or gross negligence. Licensee's obligations under this Section 18 includes, without limitation, reasonable fees, costs and expenses for attorneys, consultants and experts, and the City's costs to investigate any Claim. 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 \$2 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.

19.1.11. Right to Terminate

The City may elect, in its sole and absolute discretion, to terminate this Master License on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within three days after Licensee receives such written notice.

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

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 gross negligence or willful misconduct of the City and its Agents), 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, Licensee fully releases, waives and discharges forever any and all Claims against the City for consequential and incidental damages arising out of this Master License or any Pole License, including lost profits arising from the disruption to Equipment, any interference with uses conducted by Licensee under this Master License and Pole Licenses, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of the City or its Agents, and covenants not to sue for such damages the City, and the City's other departments, and all City agencies, officers, directors and employees, and all persons acting by, through or under each of them.

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 exercise of their rights. In connection with the preceding sentence and releases and waives under Section 8.1 (City's Access to License Areas), Section 9.1.3 (No Right to Repair), Section 13.1 (Compliance with Current and Future Laws), 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 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 four years after this Master License expires or terminates the following records in physical format at Licensee's place of business within the Bay Area 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.

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); (g) the dates, if any, to which the License Fees and Additional Fees have been paid; and (h) any other information that may be reasonably required by any such persons.

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. Amount

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 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 30 days after the Expiration Date or other termination of this Master License or any Pole License, Licensee shall, at its sole cost and expense, peaceably remove its Equipment from applicable portion of the License Area and surrender it 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. Immediately before the Expiration Date or other termination of this Master License, Licensee shall remove all of Licensee's Equipment except for any fiber optic cable to which the City will obtain title under Section 7.8 (Title to Licensee's Equipment and Other Improvements) and repair any damage resulting from the removal. 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 Licensee's Equipment that remain on an 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 Licensee's 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 26.1, 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 five (5) years' written notice to the City at any time after the Effective Date.

26.2.2. Pole License Termination Rights

Licensee may, in Licensee's sole discretion, terminate any Pole License on 90 days' written notice to the City at any time after 12 months from the subject Pole License Commencement Date so long as Licensee is not in default with respect to the subject Pole License.

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 make a reasonable effort to provide Licensee with at least 60 days' notice. The City's failure to provide at least 60 days' notice prior to any Pole replacement shall not affect the City's rights under this Master License. Within 90 days after Licensee receives notice from the City, Licensee may elect to either (1) install Licensee's 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 or all Pole Licenses on 30 days' written notice to Licensee when the City determines, in the City's sole 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. 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 License. In addition, the City's prioritization of any Pole License Application under this Section 26.4 shall not affect the City's rights under Section 6.3.2 (Required Changes to the Pole License Application).

27. INTERFERENCE

27.1. Obligation Not to Cause Interference

Licensee will not operate or maintain its 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 will use reasonable efforts to allow City Invitees to install only such equipment that is of the type and frequency which will not cause interference to the Equipment actually installed by Licensee. This limitation does not apply to equipment installed by the City for the City's use in carrying out its municipal functions. In the event that Licensee discovers any such interference caused by a City Invitee, the City shall reasonably cooperate with Licensee to identify the source and mitigate the interference; provided, however, that the City's cooperation shall not obligate the City to change, alter or power off any City-owned or controlled equipment used for public health and safety or other municipal functions. The parties acknowledge that the Licensee possesses technical expertise that puts Licensee in the best position to identify and mitigate interference sources, and Licensee shall be primarily responsible for identification and mitigation work.

27.2. Impairment Caused by Change in City Use

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 its 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.

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 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: ExteNet Systems (California) LLC
3030 Warrenville Road, Suite 340
Lisle, Illinois 60532
Phone: (630) 505-3800
Fax: (630) 577-1332

with a copy to: General Counsel at same address

All notices under this Master License will be deemed to have been delivered: (i) five days after deposit if delivered by first class mail; (ii) two days after deposit if delivered by certified mail; (iii) the date delivery is made by personal delivery or overnight delivery; or (iv) 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 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 28.6 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, 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. 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.

28.10. 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.

28.11. 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.

28.12. 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.

28.13. Approval Authority

Each person signing this Master License and any Pole License on behalf of the City and Licensee, respectively, warrants and represents that: (i) he or she has the full right, power and capacity to act on behalf of the City and Licensee, respectively, and has the authority to bind the 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 the City and Licensee, respectively, is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) each of the 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.

28.14. 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: _____

APPROVED AS TO FORM:

By: _____
Michael G. Vigilia
City Attorney

Date: _____

**APPROVED BY CITY COUNCIL
RESOLUTION NO. [insert]**

ATTEST:

By: _____
Arne Simonsen
City Clerk

Date: _____

LICENSEE:

ExteNet Systems (California) LLC,
a California Limited Liability Company

By:  _____

Name: Daniel L. Timm

Title: Vice President

Date: 7-9-18

[END OF SIGNATURE – EXHIBITS AND SCHEDULES APPEAR ON NEXT PAGE]

EXHIBIT A

FORM OF POLE LICENSE AGREEMENT

POLE LICENSE NO. [INSERT NUMBER IN CONSECUTIVE ORDER]

Pursuant to that certain Master License between the City of Antioch, a California municipal corporation (the "City") and ExteNet Systems (California) LLC, a California Limited Liability Company ("Licensee"), Licensee submits to the City two partially executed counterparts of this Pole License, together 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 Licensee's Equipment to be installed in the License Area, subject to Regulatory Approvals;
3. an Administrative Fee equal to [*\$1,000 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 4.2 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:

ExteNet Systems (California) LLC,
a California 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. [REDACTED]

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. The Surety Bond (if not already provided) and the License Fee for the first License Year of this Pole License is attached.

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 Are by signing and returning a copy of this letter.

Sincerely,

[insert name]

[insert title]

Enc.

- [insert all required Regulatory Approvals]
- Insurance certificates
- Contractor's bonds and insurance certificates
- Surety Bond
- First License Year's License Fee

SCHEDULE A-4

LICENSE FEE AND DEFAULT FEE SCHEDULE

Pole License No. [REDACTED]

LICENSE FEE SCHEDULE			
annual License Fee per City Pole	1 Carrier	2 Carriers	3 Carriers
2018	\$2,000.00	\$2,500.00	\$3,000.00
2019	\$ 2,080.00	\$ 2,600.00	\$3,120.00
2020	\$ 2,163.20	\$2,704.00	\$3,244.80
2021	\$ 2,249.73	\$2,812.16	\$ 3,374.59
2022	\$ 2,339.72	\$2,924.65	\$ 3,509.58
2023	\$ 2,433.31	\$3,041.63	\$ 3,649.96
2024	\$ 2,530.64	\$3,163.30	\$ 3,795.96
2025	\$ 2,631.86	\$ 3,289.83	\$ 3,947.80
2026	\$ 2,737.14	\$ 3,421.42	\$ 4,105.71
2027	\$ 2,846.62	\$ 3,558.28	\$ 4,269.94
2028	\$ 2,960.49	\$ 3,700.61	\$ 4,440.73

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 DESIGNS

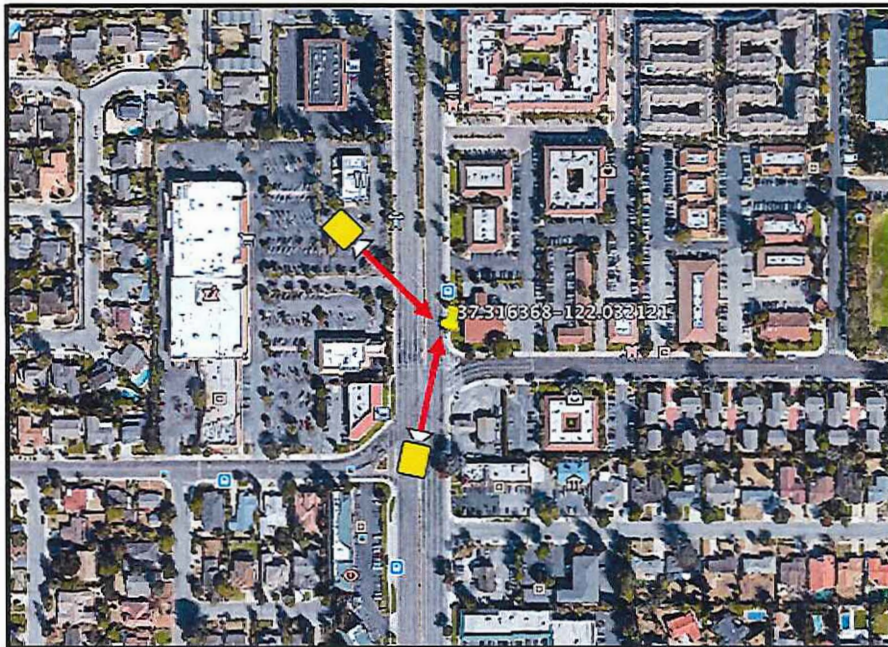
[City and Licensee to negotiate and agree on Pre-Approved Designs and include detailed equipment specifications and drawings in this Exhibit B]

Photo Simulation Proposal

Site ID/Candidate ID: 008502OR-A / 008502OR-A

Installation Category: Small Cell
Site Description: Existing Right of Way
Simulated Views: 2

Pole Type: New Steel Pole



Simulation Viewing Locations   Lat/Long: 37.316368/ -122.032121



Sample Proposed Configuration

ATTACHMENT C

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



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



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




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager 

APPROVED BY: Jon Blank, Public Works Director/City Engineer 

SUBJECT: Adoption of a Resolution to Amend the Power Purchase Agreement with ForeFront Power for the Lone Tree Golf Course Solar Photovoltaic System, (P.W. 699-1)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the amendment to the Power Purchase Agreement with ForeFront Power for a Photovoltaic System at the Lone Tree Golf Course.

STRATEGIC PURPOSE

This item supports Strategy N-2 by providing lower cost energy through solar generation. The electricity generated from the proposed solar facility will offset a significant portion of the electricity expenses at the Lone Tree Golf Course.

FISCAL IMPACT

The amended Power Purchase Agreement (PPA) is expected to provide a cost savings of at least \$14,473 over the first year of operation through reduced energy costs at the Lone Tree Golf Course. The savings are expected to grow in subsequent years, as the cost of utility purchases increase over time while the City's rate declines, under the terms of the agreement. Savings over the 20-year term of the agreement are projected to be at least \$1,114,670. Due to the increase to the PPA rate required to fund the upgrade to the existing transformer, the project's initial estimated 20-year savings of \$1,268,487 may be reduced by as much as \$153,817 from the initial agreement.

DISCUSSION

On January 9, 2018, the City Council provided authorization for the City Manager to enter into a Power Purchase Agreement (PPA) with ForeFront Power for the design, installation, operations, and maintenance of Solar Photovoltaic (PV) systems at the Lone Tree Golf Course. The initial PPA rate was \$0.1685/kwh for the power generation cost with a -1% annual escalator for 20 years.

As development of the project progressed, the City was informed by PG&E that the existing electrical transformer at the site would need to be upgraded in order to support the new PV system. The actual cost of the transformer upgrade is currently unknown; however, PG&E has provided a maximum estimated cost of \$80,000 for the work. In

order to keep the project moving forward while PG&E works through the transformer upgrade, ForeFront Power proposes to amend the PPA to include a flexible provision allowing an increase to the PPA rate to cover these costs. The proposed amendment states, "For every \$1,000 of Local Electric Utility upgrade costs, including costs to install a new transformer on the Premises, there will be an increase in the kWh Rate of \$0.000173." Staff is requesting authorization to amend the PPA with a not-to-exceed amount of \$80,000.

Should the transformer upgrade cost the full \$80,000, the amended PPA rate would be \$0.1824/kwh for the energy generated with a -1% annual escalator for 20 years. This rate would result in an estimated savings of \$1,114,670 over the 20-year life of the agreement. If actual transformer upgrade costs are lower, the estimated savings from the project will be greater than \$1,114,670. The Lone Tree Golf Course General Manager and Board have been apprised of the proposed change to the PPA rate, and are in favor of seeing the City Council approve the amendment to the PPA in order to move forward with the project and achieve cost savings to the golf course operating costs.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO AMEND THE POWER PURCHASE
AGREEMENT WITH FOREFRONT POWER FOR THE LONE TREE GOLF COURSE
SOLAR PHOTOVOLTAIC SYSTEM
P.W. 699-1**

WHEREAS, the City entered into an Energy Services Agreement – Solar with ForeFront Power dated February 8, 2018 for installation of a solar photovoltaic system at the Lone Tree Golf Course; and

WHEREAS, the local utility has found it necessary to upgrade their electrical transformer on site in order to accommodate the installation of the system and such installation is expected to result in additional cost; and

WHEREAS, the City desires to amend the agreement with ForeFront Power to incorporate the cost of the transformer upgrade resulting in an increase in the PPA rate; and

NOW, THEREFORE, BE IT RESOLVED that it is found, determined and resolved by the City Council as follows:

1. Based upon all available information reviewed by the City in connection herewith, and pursuant to Government Code section 4217.12, the Council hereby determines that the anticipated cost to the City contemplated by the amended Agreement with ForeFront Power will be less than the anticipated marginal cost to City of electrical or other energy that would have been consumed by City in the absence of such purchases of solar energy generated by the Systems;

2. Based upon all available information reviewed by the Council in connection herewith, and pursuant to Government Code section 4217.12, the Council hereby determines that it is in the best interests of the City to amend the Agreement with ForeFront Power;

3. The City Manager and designees are authorized to amend the Agreement with ForeFront Power, increasing the cost of energy to pay for the required upgrades to the PG&E transformer;

4. The amended Energy Services Contract shall result in a kWh Rate increase of \$0.000173 for every \$1,000 of Local Electric Utility upgrade costs with a PPA increase not-to-exceed amount of \$80,000.

* * * * *

RESOLUTION NO. 2018/**

September 25, 2018

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 25th day of September 2018, by the following vote:

AYES:

ABSENT:

NOES:


ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager 

APPROVED BY: Jon Blank, Public Works Director/City Engineer 

SUBJECT: Eighth Amendment to the Consultant Services Agreement for Professional Services with Exponent, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Eighth Amendment to the Consultant Service Agreement with Exponent, Inc. for continued support related to City Water Rights, California WaterFix and the Brackish Water Desalination project in the amount of \$55,100 for a total of \$634,600.

STRATEGIC PURPOSE

This item supports Long Term Goal K of designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources, Strategy K-2 by protecting Antioch's Water Rights and delivering high quality water to our customers and exploring the feasibility of desalinization.

FISCAL IMPACT

Funding for these professional services is included in the Fiscal Year 2018/19 Water Enterprise Account.

DISCUSSION

Exponent, led by Dr. Susan Paulsen, an industry leading scientist is a key consultant of the City's Water Rights team. Exponent continues to provide support to the City of Antioch in helping staff analyze federal, state and local projects and processes that have the potential to impact delta flow circulation and Antioch's reliance on the Delta as a primary surface water supply. Several on-going delta processes, with special emphasis on the WaterFix (formerly known as the Bay Delta Conservation Plan/BDCP) and new state legislation and bond proposals have the potential to impact the existing circulation pattern of delta flow, which in turn can create a negative impact on the City's surface water supply, recreational opportunities and our existing water rights.

Staff recommends amending Exponent's existing contract to include continued assistance related to the California WaterFix project, including the development of cross examination questions for key witnesses and support work related to settlement discussions with the California Department of Water Resources. In addition, Exponent will continue to provide dilution model and technical assistance to the City for the brackish

water desalination project. The approval of this agreement amendment will increase the contract by \$55,100 for a total contract amount of \$634,600

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EIGHTH AMENDMENT TO
THE CONSULTANT SERVICE AGREEMENT WITH EXPONENT, INC.**

WHEREAS, on October 1, 2014, Exponent, Inc. entered into an Agreement for Professional Consulting Services to assist in negotiations for the City's Water Rights in the amount of \$20,000.00; and

WHEREAS, on October 2, 2015, CITY increased the compensation for Exponent in the amount of \$30,000.00 bringing the total compensation to an amount not to exceed \$50,000.00; and

WHEREAS, on January 1, 2016, CITY increased the compensation for Exponent in the amount of \$12,500.00 bringing the total compensation to an amount not to exceed \$62,500.00; and

WHEREAS, on January 27, 2016, CITY increased the compensation for Exponent in the amount of \$147,500.00 bringing the total compensation to an amount not to exceed \$210,000.00; and

WHEREAS, on December 14, 2016, CITY increased the compensation for Exponent in the amount of \$141,500.00 bringing the total compensation to an amount not to exceed \$351,500.00; and

WHEREAS, on March 7, 2017, CITY amended the Conflict of Interest Section 10.6 of the Agreement with Exponent; and

WHEREAS, on December 14, 2016, CITY increased the compensation for Exponent in the amount of \$157,000.00 bringing the total compensation to an amount not to exceed \$508,500; and

WHEREAS, on June 26, 2018, CITY increased the compensation for Exponent in the amount of \$71,000 bringing the total compensation to an amount not to exceed \$579,500; and

WHEREAS, the City desires to authorize the City Manager to execute the Eighth Amendment to the Consultant Service Agreement with Exponent for the City's Water Rights in the amount of \$55,100 bringing the total compensation to an amount not to exceed \$634,600.

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Eighth Amendment to the Consultant Service Agreement with Exponent for the City's Water Rights in the amount of \$55,100 for a total of \$634,600.

* * * * *

RESOLUTION NO. 2018/**

September 25, 2018

Page 2 of 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 25th day of September 2018, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL AND CITY COUNCIL AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council and City Council as Successor Agency to the Antioch Development Agency

SUBMITTED BY: Derek Cole, Interim City Attorney *DC*

SUBJECT: Conflict of Interest Code for the City of Antioch and City as Successor Agency to the Antioch Development Agency

RECOMMENDED ACTION

It is recommended that:

- 1) The City Council adopt a resolution approving the updated Conflict of Interest Code for the City of Antioch and authorizing the City Manager to execute the attached Biennial Notice; and
- 2) The City Council as Successor Agency to the Antioch Development Agency adopt a resolution approving the updated Conflict of Interest Code for the City as Successor Agency to the Antioch Development Agency and authorizing the City Manager to execute the attached Biennial Notice.

STRATEGIC PURPOSE

Strategy L-3, Encourage and enhance culture of cooperation and transparency at City Hall.

FISCAL IMPACT

No fiscal impact related to this item.

DISCUSSION

Pursuant to the Political Reform Act (Cal. Gov't Code sections 87100 *et. seq.*), a Conflict of Interest Code designates positions within an agency that make, or participate in making, governmental decisions that may have a material effect on the financial interest of the person holding such position. A Conflict of Interest Code also indicates disclosure categories, which list the specific types of financial interests that must be disclosed annually by the designated official or employee.

City

To comply with the Political Reform Act, the City is required to review its Conflict of Interest Code every two years to determine if amendments are necessary to include new positions, delete abolished positions, revise job titles or revise disclosure

categories. Positions that still exist, even if they are currently vacant, frozen or unbudgeted are still shown. Appendix B to Attachment A shows proposed revisions to designated positions to conform to the City's current organization chart and list of existing but unbudgeted positions in redline format with explanatory notes in comment boxes in the right margins (the final adopted document will not have the redlines or comment boxes).

City as Successor Agency to the Antioch Development Agency

AB 1484 made Successor Agencies separate legal entities subject to the Political Reform Act. The City, as Successor Agency to the Antioch Development Agency adopted its own Conflict of Interest Code in 2012. Appendix B to Attachment B shows proposed revisions to designated positions to conform to the City/Successor Agency's current organization chart and list of existing but unbudgeted positions in redline format with explanatory notes in comment boxes in the right margins (the final adopted document will not have the redlines or comment boxes).

ATTACHMENTS

- A.** Resolution
 - Exhibit 1 to Resolution – Conflict of Interest Code
 - Appendix A – Disclosure Categories
 - Appendix B – Designated Officials and Employees
 - Exhibit 2 – Biennial Notice

- B.** Successor Agency Resolution
 - Exhibit 1 to Successor Agency Resolution – Conflict of Interest Code
 - Appendix A – Disclosure Categories
 - Appendix B – Designated Officials and Employees
 - Exhibit 2 – Biennial Notice

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code section 87100, et. seq.), the City is required by October 1 of each even-numbered year to review and update its Conflict of Interest Code as necessary; and

WHEREAS, Appendix "B" of said Code is proposed to be updated by deleting positions that are no longer in existence, adding new positions, and updating job titles.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the updated City of Antioch Conflict of Interest Code attached as Exhibit 1, including Appendices A (Disclosure Categories) and B (Designated Officials and Employees), and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Local Agency Biennial Notice as required by law.

* * * * *

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 25th day of September 2018, by the following vote:

AYES:

NOES:

ABSENT:

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

EXHIBIT 1

Conflict of Interest Code of the City of Antioch

The Political Reform Act (Government Code §§81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the City of Antioch.

Individuals in designated positions shall file statements of economic interests with the City Clerk, which will make the statements available for public inspection and reproduction. (Government Code §81008.) Statements filed by all individuals in designated positions will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

Disclosure Category

1 All Interests in Real Property.

This includes any leasehold, beneficial or ownership interest, or an option to acquire such an interest, in real property located within the City of Antioch, or within two miles of the city limits or of and land owned or used by the City. This includes interests owned directly, indirectly or beneficially by the designated employee, or other filer, or his or her immediate family if the fair market value of the interest is \$2,000.00 or more. Interests in real property of an individual includes a pro rate share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly or indirectly or beneficially, a 10% interest or greater. It is not required to disclose a residence which was used exclusively by the filer as his or her personal residence, unless it is also a place of business, or interests acquired by a blind trust pursuant to FPPC Regulation 18235.

2 All Investments not Held by Business Entity or Trust.

This includes any financial interest in any business entity located in or doing business within the City in which the filer or the filer's immediate family had a direct, indirect or beneficial interest aggregating \$2,000.00 or more during the reporting period. A business entity is located in or doing business in the jurisdiction if it, a parent or subsidiary, or a related business entity manufactures, distributes, sells or purchases products or services on a regular basis in the jurisdiction; or plans to do business in the jurisdiction; or has done business in the jurisdiction within the previous two years; or has an interest in real property in the jurisdiction; or has an office in the jurisdiction.

This does not include bank accounts, savings accounts and money market accounts; insurance policies; shares in a credit union; government bonds; diversified mutual funds registered with the Securities and Exchange Commission; common fund trust fund created under Financial Code ' 1564; individual retirement accounts invested in non-reportable interests such as insurance policies, diversified mutual funds or government bonds.

3 Investments Held by a Business Entity or Trust.

This includes investments held by a business entity if the filer's pro rate share of the investment is \$2,000.00 or more and the investment is in a business entity located in, or doing business in, the jurisdiction.

4 Income (other than loans, gifts and honoraria).

This includes gross income and the filer's community property interest in spouse's gross income. Gross income is the total amount of income before deducting expenses, losses or taxes. Income aggregating \$500.00 or more received from any source located in or doing business in the jurisdiction must be disclosed, as defined in the real property disclosure category.

It is not required to report salary or reimbursements for expenses and per diem from a federal, state or local government agency; or reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization; or campaign contributions; or a devise or inheritance; or dividends, interest or other return on a security which is registered with the Securities and Exchange Commission; or payments from an insurance company; or interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union, an insurance policy or bond or other debt issued by a government agency; or income of dependent children; or alimony or child support payments; or payments received under a defined benefit pension plan.

5 Income (loans, gifts and honoraria).

This includes loans received by the filer or the filer's spouse aggregating \$500.00 or more from a single source which is located in or doing business in the jurisdiction, as defined for real property disclosures. This also includes gifts with an aggregate value of \$50.00 or more received during the reporting period from a single source. All gifts are reportable without regard to where the donor is located. Any number of gifts from one person, the value of which adds up to \$50.00 or more during the reporting period must be disclosed. This also includes honoraria, such as payment for making a speech, publishing an article, or attending an event. Payments aggregating \$50.00 or more during the reporting period must be disclosed. All of these forms of income are subject to the exceptions and exemptions provided by the Fair Political Practices Act and its regulations.

APPENDIX "B" DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring disclosure of financial interests pursuant to California Government Code Section 87200 and shall file a Form 700:

Mayor and City Council Members
 Planning Commissioners
 City Treasurer
 City Manager
 City Attorney
 Finance Director

The following officials, employees and consultants are in the following disclosure categories:

<u>Position</u>	<u>Category</u>
Board of Administrative Appeals	1, 2, 3, 4, 5
Building Board of Appeals	1, 2, 3, 4, 5
Economic Development Commissioners	1, 2, 3, 4, 5
Parks and Recreation Commissioners	1, 2, 3, 4, 5
<u>Sales Tax Citizens' Oversight Committee</u>	<u>1, 2, 3, 4, 5</u>

City Attorney's Office

City Attorney.....	1, 2, 3, 4, 5
Deputy City Attorney	1, 2, 3, 4, 5

City Clerk's Office

City Clerk.....	1, 2, 3, 4, 5
Deputy City Clerk	1, 2, 3, 4, 5

City Manager's Office

City Manager.....	1, 2, 3, 4, 5
Assistant City Manager	1, 2, 3, 4, 5
Project Manager.....	1, 2, 3, 4, 5

Community Development

Community Development Director 1, 2, 3, 4, 5
Planning Manager 1, 2, 3, 4, 5
Planners – Assistant, Associate and Senior 1, 2, 3, 4, 5
Building Inspection Services Manager 1, 2, 3, 4, 5
Building Inspector..... 1, 2, 3, 4, 5
Code Enforcement Manager 1, 2, 3, 4, 5
Code Enforcement/Asset Recovery Coordinator..... 1, 2, 3, 4, 5
Code Enforcement Officer..... 1, 2, 3, 4, 5
Administrative Analyst..... 1, 2, 3, 4, 5

Economic Development Department

Economic Development Director 1, 2, 3, 4, 5
Economic Development Program Manager..... 1, 2, 3, 4, 5

Finance Department

Finance Director 1, 2, 3, 4, 5
Deputy Finance Director..... 1, 2, 3, 4, 5
Finance Services Supervisor..... 1, 2, 3, 4, 5
Buyer 1, 2, 3, 4, 5

Human Resources Department

Administrative Services Director 1, 2, 3, 4, 5
Human Resources Director 1, 2, 3, 4, 5
Administrative Analyst..... 1, 2, 3, 4, 5

Information Systems Department

Information Systems Director 1, 2, 3, 4, 5
Information Systems Project Manager 1, 2, 3, 4, 5

Police Department

Chief of Police 1, 2, 3, 4, 5
Police Captain 1, 2, 3, 4, 5
Police Lieutenant..... 1, 2, 3, 4, 5
Administrative Analyst..... 1, 2, 3, 4, 5

Public Works Department

Public Works Director/City Engineer	1, 2, 3, 4, 5
Deputy Director of Public Works	1, 2, 3, 4, 5
Water Treatment Plant Superintendent.....	1, 2, 3, 4, 5
Collection Systems Superintendent.....	1, 2, 3, 4, 5
Water Distribution Superintendent.....	1, 2, 3, 4, 5
Assistant City Engineer	1, 2, 3, 4, 5
Engineers – Assistant, Associate, Senior.....	1, 2, 3, 4, 5
Senior Public Works Inspector	1, 2, 3, 4, 5
Public Works Inspector.....	1, 2, 3, 4, 5
Administrative Analyst.....	1, 2, 3, 4, 5

Parks and Recreation Department

Parks and Recreation Director	1, 2, 3, 4, 5
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** Consultants shall be designated on a case-by-case basis, depending upon the nature of their services. The city manager may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the City’s Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The city manager’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this chapter.*

2018 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

SA RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code section 87100, et. seq.), the City as Successor Agency to the Antioch Development Agency is required by October 1 of each even-numbered year to review and update its Conflict of Interest Code as necessary; and

WHEREAS, Appendix "B" of said Code is proposed to be updated by deleting positions that are no longer in existence, adding new positions, and updating job titles.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency hereby adopts the updated City of Antioch as Successor Agency to the Antioch Development Agency Conflict of Interest Code attached as Exhibit 1, including Appendices A (Disclosure Categories) and B (Designated Officials and Employees), and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Local Agency Biennial Notice as required by law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 25th day of September 2018, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, CMC
RECORDING SECRETARY**

**Conflict of Interest Code of the City of Antioch as Successor Agency
to the Antioch Development Agency**

The Political Reform Act (Government Code §§81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the City of Antioch as Successor Agency to the Antioch Development Agency.

Individuals in designated positions shall file statements of economic interests with the City Clerk, which will make the statements available for public inspection and reproduction. (Government Code §81008.) Statements filed by all individuals in designated positions will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

Disclosure Category

1 All Interests in Real Property.

This includes any leasehold, beneficial or ownership interest, or an option to acquire such an interest, in real property located within the City of Antioch, or within two miles of the city limits or of and land owned or used by the City. This includes interests owned directly, indirectly or beneficially by the designated employee, or other filer, or his or her immediate family if the fair market value of the interest is \$2,000.00 or more. Interests in real property of an individual includes a pro rate share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly or indirectly or beneficially, a 10% interest or greater. It is not required to disclose a residence which was used exclusively by the filer as his or her personal residence, unless it is also a place of business, or interests acquired by a blind trust pursuant to FPPC Regulation 18235.

2 All Investments not Held by Business Entity or Trust.

This includes any financial interest in any business entity located in or doing business within the City in which the filer or the filer's immediate family had a direct, indirect or beneficial interest aggregating \$2,000.00 or more during the reporting period. A business entity is located in or doing business in the jurisdiction if it, a parent or subsidiary, or a related business entity manufactures, distributes, sells or purchases products or services on a regular basis in the jurisdiction; or plans to do business in the jurisdiction; or has done business in the jurisdiction within the previous two years; or has an interest in real property in the jurisdiction; or has an office in the jurisdiction.

This does not include bank accounts, savings accounts and money market accounts; insurance policies; shares in a credit union; government bonds; diversified mutual funds registered with the Securities and Exchange Commission; common fund trust fund created under Financial Code ' 1564; individual retirement accounts invested in non-reportable interests such as insurance policies, diversified mutual funds or government bonds.

3 Investments Held by a Business Entity or Trust.

This includes investments held by a business entity if the filer's pro rate share of the investment is \$2,000.00 or more and the investment is in a business entity located in, or doing business in, the jurisdiction.

4 Income (other than loans, gifts and honoraria).

This includes gross income and the filer's community property interest in spouse's gross income. Gross income is the total amount of income before deducting expenses, losses or taxes. Income aggregating \$500.00 or more received from any source located in or doing business in the jurisdiction must be disclosed, as defined in the real property disclosure category.

It is not required to report salary or reimbursements for expenses and per diem from a federal, state or local government agency; or reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization; or campaign contributions; or a devise or inheritance; or dividends, interest or other return on a security which is registered with the Securities and Exchange Commission; or payments from an insurance company; or interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union, an insurance policy or bond or other debt issued by a government agency; or income of dependent children; or alimony or child support payments; or payments received under a defined benefit pension plan.

5 Income (loans, gifts and honoraria).

This includes loans received by the filer or the filer's spouse aggregating \$500.00 or more from a single source which is located in or doing business in the jurisdiction, as defined for real property disclosures. This also includes gifts with an aggregate value of \$50.00 or more received during the reporting period from a single source. All gifts are reportable without regard to where the donor is located. Any number of gifts from one person, the value of which adds up to \$50.00 or more during the reporting period must be disclosed. This also includes honoraria, such as payment for making a speech, publishing an article, or attending an event. Payments aggregating \$50.00 or more during the reporting period must be disclosed. All of these forms of income are subject to the exceptions and exemptions provided by the Fair Political Practices Act and its regulations.

APPENDIX "B"
DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring disclosure of financial interests pursuant to California Government Code Section 87200 and shall file a Form 700:

City Treasurer
Finance Director

The following officials, employees and consultants are in the following disclosure categories:

Members of City Council as Successor Agency to the Antioch Development Agency 1, 2, 3, 4, 5

Office of the City Attorney

City Attorney..... 1, 2, 3, 4, 5
Deputy City Attorney 1, 2, 3, 4, 5

City Clerk's Office/Secretary

City Clerk..... 1, 2, 3, 4, 5
Deputy City Clerk 1, 2, 3, 4, 5

Office of the City Manager

City Manager..... 1, 2, 3, 4, 5
Assistant City Manager 1, 2, 3, 4, 5
Administrative Analyst..... 1, 2, 3, 4, 5

Economic Development Department

Economic Development Director 1, 2, 3, 4, 5

Community Development Department

Community Development Director 1, 2, 3, 4, 5
Planning Manager 1, 2, 3, 4, 5
Building Inspection Services Manager 1, 2, 3, 4, 5

Finance Department

Finance Director 1, 2, 3, 4, 5
Assistant Finance Director 1, 2, 3, 4, 5

** Consultants shall be designated on a case-by-case basis, depending upon the nature of their services. The city manager may determine, in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The city manager’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this chapter.*

2018 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Arne Simonsen, CMC, City Clerk
APPROVED BY: Ron Bernal, City Manager *Rob*
SUBJECT: 2018 New Law and Elections Seminar

RECOMMENDED ACTION

It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the New Law and Elections Seminar on December 12 – 14, 2018.

STRATEGIC PURPOSE

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

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

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

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

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

FISCAL IMPACT

The FY 2018/19 budget for the City Clerk's Office provides funding for the City Clerk to attend the New Law and Elections Seminar being held in San Francisco. The estimated cost to attend is \$965 (Registration: \$475, Lodging \$490).

DISCUSSION

The 2018 City Clerks New Law and Elections Seminar program (Attachment A) covers new changes to the Elections Code; Elections, New Law and Fair Political Practice update; Public Records Act; Initiatives, Referendums and Recalls; and the Diversity Challenge. The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment B, contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

ATTACHMENTS

- A. City Clerks New Law & Elections Seminar Program
- B. Travel and Expense Policy.

CITY CLERKS

New Law & Elections Seminar

REGISTER EARLY!
Space is limited to
the first 430 registrants


DECEMBER 12-14, 2018
HYATT REGENCY SAN FRANCISCO




Sacramento San Diego San Jose Benicia Los Angeles Santa Barbara San Francisco Stockton Marysville Sonoma Oakland Santa Clara Crescent
City Alameda Placerille San Luis Obispo Ukiah Nevada City Yreka Arcata Petaluma Temecula Santa Cruz Ventura Healdsburg Redwood
City Santa Rosa Watsonville Vallejo Cotati Suisun City San Bernardino Colton Trinidad Woodland Chico Antioch Cloverdale Fort
Jones San Leandro Napa Hollister San Rafael Visalia Salinas Wheatland Ukiah Hayward Anaheim St. Helena Red Bluff Martinez
Livermore Etna Dixon Berkeley Sonoma Riverside Modesto Fresno Colusa Willows Santa Ana Pasadena Santa Monica
Los Gatos National City Reading Menlo Park South Pasadena Torrance Lake Elsinore San Jacinto Lakesport Auburn Compton Oceanide
Lodi Ukiah Guadalupe Yuba Redlands Palmdale Maricopa Pacific Grove Fort Bragg Monterey Lodi San Gabriel Hayward Ontario
Redondo Beach Vacaville Rockville Great Valley Selma Folsom Sausalito Rio Vista Palo Alto Pleasanton San Mateo San Juan Bautista Corona
Emeryville Belvedere Long Beach Bakersfield Winters Whittier Azusa Lemoore Susanville Mill Valley Hercules Covina Alturas
Patterson Sebastopol Mountain View Bishop Pittsburg Pinole Biggs Orland Alhambra Arcadia Fairfield Imperial Concord Mount Shasta
Richmond Santa Maria Vernon Gridley Jackson Oroville Dinuba Fortuna Glendale Goleta San Anselmo Tehama La Verne Huntington
Park Newport Beach Morgan Hill Oakdale Lodi Hemlock Beach Piedmont Sierra Madre Madera San Anselmo Los Banos Corning Claremont
Ingleswood Turlock Larkspur Bravely Calaveras El Centro Kingsburg Burlingame Hawthorn Pomona Haverhill Port Archa Roses South San
Francisco Albany Davis Huntington Beach Roseville Dunsmuir Tehachas Orland Fremont Chico Lindsay Blue Lake Hillsborough
Tracy Yuba King City Eureka Daily City San Bruno Burlingame Arroyo Grande Winters San Francisco Glendale Ukiah Ukiah
Camp La Mesa Calaveras El Cajon El Monte Beaumont Northridge Beach Sunnyvale Banning Santa Cruz Redding San Gabriel San Marino
Needles Beverly Hills Fillmore Corcoran Firebaugh Walnut Creek San Bruno Palmdale Mendocino Seal Beach Gustine Monterey Park Costa
Mesa Blythe Camarillo The Sea El Segundo Plymouth Brea Davis El Cerrito Colton Corvallis Manteca Calipatria Monterey San Joaquin
Williams Monte Belito Soledad Torrance Lynwood Ojai Parlier Hawthorne Atwater Riverbank Livingston South Gate Chowchilla
West Covina Atherton Signal Hill Colton Maywood La Habra San Carlos Belmont Placentia Laguna Beach Tustin Bell Menlo Park San Clemente
Indio Gardena Fairfax West Covina Dos Palos Tulelake Shafter Palm Springs Palm Springs Woodlake Mendota Ripon Wasco Fortson
Fontana Portola Red Bluff Gain Coachella Greenfield Gonzales Live Oak Elaville Millbrae Orangevale Greenwood Parkersburg San
Rafael Capitola Huerfano Cambrian Colton Carlsbad Escondido Thousand Oaks Novato Costa Mesa Del Mar Lakeville Millbrae Watsonville
Newark Cupertino La Palma Anderson Fremont Baldwin Park Los Altos Hills Centerton Montclair Sanction Garden Grove Imperial Beach Cypress
La Puente San Gabriel Woodside Rowland Rolling Hills Paramount Escondido Westminster Monte Serrano South El Monte Walnut Union City Artesia
McFarland Bradbury Inverdale Duarte Norwalk Bellflower Rolling Hills Estates Pacifica Pico Rivera South El Monte Walnut Union City Artesia
Del Mar Half Moon Bay Rosemead Grover Beach Lelandale Novato City of Commerce Los Alamitos Temecula City Sand City San Dimas Farnersville
Cudahy Arvin Wood San Juan Capistrano Bell Gardens Hidden Hills Pleasant Hill Brisbane Villa Park Palmdale Robert Park Victorville Vista San
Marcos Corona Beaumont Springs Irwindale Clayton Palmdale Ontario Tiburon Lodi La Brea Portola Valley Monte Vista Thousand Oaks Camarillo Norco
Yountville Rio Del Coronado Scotts Valley Santa Cruz Scotts Valley Ukiah Ukiah Lafayette San Gabriel Watsonville Adama Linda
Anderson Fremont Colton Huerfano Rancho Mirage Rancho Palms Desert Palm Springs Maricopa Hayward La Grana Fremont Lamorinda Lancaster
Rancho Cucamonga Grand Terrace La Habra Heights Arcadia Avondale Paradise Chico Lake Big Bear Lake San Juan Poway Cathedral City Westlake Village
Dublin La Quinta Danville Agoura Hills East Palo Alto San Ramon Moorpark Mammoth Lakes West Hollywood Moreno Valley Los Angeles Solvang
Orinda Solano Beach Encinitas West Sacramento Tuente Palms Highland Santa Anita Mission Viejo Hesperia Apple Valley Dana Point Diamond Sp
Lathrop Yucaipa Laguna Niguel Calimesa Canyon Lake Malibu Calabasas Murietta Yuca Valley Chino Hills Laguna Hills Lake Forest American Canyon
Buellton Windsor Truckee Shasta Lake Colusa Heights Laguna Woods Oakley Elk Grove Red Yeg Colton Rancho Cordova Wildomar Menifee Eastvale



REGISTRATION AND HOUSING DEADLINE:
Monday, November 19, 2018
www.cacities.org/events

 Check out our mobile app

 facebook.com/leagueofcacities

 @CaCities

WEDNESDAY, DECEMBER 12

Registration Open

8:00 a.m. – 6:00 p.m.

Meeting the Challenge of Working Effectively With Elected Officials

10:00 a.m. – 12:00 p.m.

Have you ever had to deal with a difficult elected official? A councilmember who was demanding? Have you been asked to do something inconsistent with city policy or your sense of right and wrong? Been caught in the middle of feuding councilmembers? Been treated in an unprofessional manner? This session is intended to provide you with insights and strategies to deal with these and other challenges, while working effectively with the city council as a whole.

General Luncheon | Celebrations

12:15 – 1:45 p.m.

Celebrations will be acknowledged and awards given during this networking luncheon, including CCAC's Pat Hammers Spirit Award. Please visit and thank our conference sponsors at their displays!

Surviving the Podium

2:00 – 3:15 p.m.

Almost everyone who makes a presentation at a public meeting has worried about missing the important points, forgetting where they are, or worse, feeling like they aren't grabbing the attention of the audience. Learn several sure-fire tricks and tips for making

effective presentations to your legislative body. From streamlined and effective visual presentations, to looking for and reading body language that tells you how your presentation is being received. This course will set you up for success on your next trip to the podium.

City Clerks or Project Managers? The Curse of the Capable

3:30 – 5:00 p.m.

Cities rely on city clerks to ensure deadlines are met, notices are public, and much, much more. Job descriptions are expanding, and “other duties as assigned” are growing. As cities are doing more with less, city clerks must be able to manage, promote and execute their own projects, and deal with competing priorities within the City. Learn how you can apply some basic project management principles to the work you do every day, as well as expand on the skills you already have to advocate for your own projects. Develop some takeaways that can help you balance your work priorities and ensure others are giving your projects the attention they need.

Networking Reception

5:30 – 6:30 p.m.

After a full day of education, relax and enjoy some light hors d'oeuvres and refreshments while networking with your colleagues. This will be a joint reception with the attendees of the Municipal Finance Institute, as well as the Fire Chiefs Leadership Seminar.

THURSDAY, DECEMBER 13

Registration Open

8:00 a.m. – 3:00 p.m.

Elections, New Law, and Fair Political Practices Update

9:00 a.m. – 12:00 p.m.

In this comprehensive session, attendees will receive an overview of the rules and regulations approved during the 2018 legislative session. Practical and real-world applications to city clerk professional responsibilities and tasks will be discussed, as well as FPPC issues and the intricacies of campaign disclosures, gift regulations, conflicts of interest and more.

Networking Lunch

12:15 – 1:45 p.m.

Emergency Preparedness Part 1: If Only I'd Known — Tips from the Disaster Trenches

2:00 – 3:30 p.m.

Over the last few years there have been multiple wildfires that have devastated communities in California. Hear from city clerks who were on the frontlines of some of these recent events. Find out what they wished they had known before the disasters happened. They will share tips on what to expect when disaster strikes, how to manage

the chaos, the importance of flexibility in the moment, and handling the multiple roles a clerk may be called on to perform. Everything from what should be in your personal “go bag” to your “clerk in a box” tool kit will be explored. Take this opportunity to learn from real life examples of what any one of us could be facing on any day.

Emergency Preparedness Part 2: Understanding a Disaster Through Different Perspectives

3:45 – 5:00 p.m.

Hear how recent disasters affected front line fire personnel and leadership, how their responses had to adapt to changing conditions, and what they hope city clerks are doing to ensure success of their mission back in the EOC. Find out a city manager's perspective on how to approach a disaster with collaboration, sweat and the press — and the difference that can make in a community's understanding. An elected council member will speak on their ability to reassure the public and be a communication conduit, as well as what they need from a PIO/Clerk. Learn how the clerk council partnership works in a deployed emergency.

MMC/CMC CREDIT

MMC Advanced Education/Professional & Social Contribution Points and CMC Education/Experience points will be available.

FRIDAY, DECEMBER 14

Registration Open

7:30 a.m. – 10:30 a.m.

Networking Breakfast

7:45 – 8:45 a.m.

Enjoy a breakfast buffet with your colleagues. Tables will be designated for those interested in learning more about CMC/MMC, IIMC Accreditation.



Save The Date:

2019 ANNUAL
CONFERENCE & EXPO

October 16–18, 2019
Long Beach Convention Center

KEYNOTE



Gray Area Thinking® with Ellie Krug

9:00 a.m. – 12:00 p.m.

We've all heard the phrase, “diversity and inclusion”, but what does it actually mean to make a workplace or organization or even our personal lives more diverse and inclusive? How can we get beyond grouping and labeling of other humans according to the color of their skin, the religion they practice, or the country in which they were born? Can we really build a just and inclusive world, especially in this time of such division? Even more, how can we make our workplace and lives more inclusive of those who are “Other” and different from “Us” — Isn't it time to at least consider a new approach to human inclusivity—where all humans regardless of differences are valued?

Join national speaker, transgender writer and “human inclusionist” Ellen “Ellie” Krug as she conducts her highly valued human inclusivity training, Gray Area Thinking®. This training will provide an easy-to-understand toolset on how to be more welcoming of anyone who is “Other” in our society.

SPEAKER: Ellie Krug, *Writer, Lawyer, Human, Human Inspiration Works, LLC*



For speaker information, go to
www.cacities.org/CityClerksEd

Sessions are subject to change

GENERAL INFORMATION

All attendees must register for the conference prior to reserving a hotel room. Registration is not complete until full payment is received. The League is unable to accept purchase orders and does not invoice registrations. Once registration is complete, you will be directed to the housing reservations page.

- For online registration, go to www.cacities.org/events and select “City Clerks New Law & Elections Seminar”.
- To request a mail-in registration form, contact mdunn@cacities.org.

Registration must be received by Monday, November 19, 2018. After this date, please register onsite if space is available.

COSTS/FEES

Full registration includes electronic access to all program materials, admission to all sessions, two lunches, one breakfast, and a Wednesday evening reception.

City Staff/Officials.....	\$475
Company/Consultant/League Partner/All Others	\$635
Non-member City.....	\$1,475
Guest/Spouse Reception Only Registration (Wednesday).....	\$50

Guest/Spouse fee is restricted to persons who are not city or public officials, are not related to any League Partner or sponsor, and would have no professional reason to attend the conference. Rate includes admission to Wednesday’s reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.

ONE DAY REGISTRATION (select Wednesday, Thursday or Friday)

City Staff/Officials.....	\$275
Company/Consultant/League Partner/All Others	\$525
Non-Member City	\$1,275

CANCELLATIONS

Refunds of rate paid, minus \$75 processing charge, will be made for cancellations submitted in writing to mdunn@cacities.org and received by **Monday, November 19**. There are no refunds for cancellations after this date. Substitutions can be made onsite.



If you require special accommodations related to facility access, transportation, communication and/or dietary requests, please contact our Conference Registrar at mdunn@cacities.org by Monday, November 19.

HOTEL INFORMATION & RESERVATIONS

Hotel reservation changes, date modifications, early check-out, or cancellations made prior to **Monday, November 19**, must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgment number to access your reservation to make changes. Once the November 19 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that hotel cancellations after the housing deadline has passed may incur a financial penalty of a minimum one-night room charge or attrition fees.

Hyatt Regency San Francisco

5 Embarcadero Center, San Francisco, CA 94111

Hotel Rate (per night): \$199 – Single/Double Occupancy (plus taxes and fees)
 Self-Parking (per vehicle, per night): \$28 at Embarcadero Center Garages (3 Embarcadero Center)

**Please DO NOT book outside of the League hotel block. This will cause an increase in event costs, liabilities and higher registration rates.*

PLEASE NOTE: The information you provide to the League when registering for a League conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with the League the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between the League and the hotel(s) will be limited to your length of stay in the hotel.



1400 K Street, Ste. 400
Sacramento, CA 95814
www.cacities.org

Join us for the 2018 City Clerks New Law & Elections Seminar

For speaker information, go to www.cacities.org/CityClerksEd



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

PURPOSE

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

ADOPTION AND IMPLEMENTATION

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

EXCEPTIONS

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

I. PERSONAL VEHICLE USE

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

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II. COMMUNICATION EQUIPMENT AND SERVICES

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

III. MEMBERSHIPS

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

IV. LOCAL CITY EVENTS

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

V. TRAVEL

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

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(A) PROCEDURE

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

(B) AUTHORIZATION PROCESS

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

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

(C) METHODS OF REIMBURSEMENT

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

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

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

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

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

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

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

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

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. REPORTING OF EXPENDITURES

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

VII. ACKNOWLEDGEMENT

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

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

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 17 - SEPTEMBER 13, 2018
FUND/CHECK#

227 Housing Fund
Housing - CIP
932486 HOUSE, TERI CONSULTING SERVICES 4,127.50



STAFF REPORT TO THE CITY COUNCIL AND HOUSING SUCCESSOR

DATE: Regular Meeting of September 25, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant *JH*

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

SUBJECT: Review of FY 2017-18 CDBG and Housing Successor Fund Accomplishments Reported in the Consolidated Annual Performance Evaluation Report (CAPER), Consideration of Public Comments on CAPER and Priorities for FY 2019-20 Action Plan, and Consideration of Recommendation to Increase Housing Successor Funds for Homeless Prevention through Eviction Prevention.

RECOMMENDED ACTION

- 1) It is recommended that the City Council receive and file the FY 2017-18 CAPER year-end report and any public comments received about the achievements of programs funded with CDBG and Housing Successor funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods.
- 2) It is recommended that Council receive and consider public comment on any changes to priority needs of the City for the FY 2019-20 Action Plan.
- 3) It is recommended that the Housing Successor to the Antioch Development Agency adopt the Resolution amending the 2018-19 budget and funding recommendation of the CDBG subcommittee and the Housing Successor funding for homeless prevention services. (Attachment "A")

STRATEGIC PURPOSE

These actions are essential to reporting on the fulfillment of the 2015-20 Community Development Block Grant (CDBG) Consolidated Plan (Strategy I-1 in the Strategic Plan).

FISCAL IMPACT

Actions #1 and #2 have no impact to the General Fund.

Action #3 has no impact to the General fund. It commits \$10,000 of Housing Successor Administration funding to help prevent homelessness by increasing eviction prevention efforts.

DISCUSSION

The purpose of this report is to 1) examine the accomplishments of funded agencies last fiscal year and accept public comment; then 2) to be informed by that information to make any adjustments necessary in FY 18-19 and 19-20 to ensure that the City achieves the goals outlined in the five-year 2015-20 Consolidated Plan, and accept public comment on any new needs and suggested priorities; and finally 3) to consider increasing funding for homeless prevention to address increasing evictions.

1) Consolidated Annual Performance Evaluation Report (CAPER) for FY 2017-18

The CAPER details the achievements of funded agencies during the third year of the five-year 2015-20 Consolidated Plan. It examines individual agency goals and outcomes and how they contribute to achieving the City's five-year Consolidated Plan priorities.

Council is asked to consider all public comments, and the CAPER will be submitted with public comments to HUD at the end of September.

Following is a summary of the Priority Goals and Annual Strategies which were funded in FY 2017-18, with accomplishments.

HOMELESS GOALS AND STRATEGIES (H-1 AND H-2)

H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.

H-1.1 Health, Housing and Homeless Services Division, Contra Costa Health Services - Adult Continuum of Homeless Services (Housing Successor [HS] Fund \$10,000 allocated, \$9,999 expended). Program provides 24-hour emergency shelter with wrap-around services to assist homeless persons in finding appropriate long-term housing, case management, housing and benefits assistance, meals, laundry facilities, healthcare, mental health services, substance abuse treatment.

❖ Goal 80, Served 114 (143%) *Exceeded goal.*

H-1.2 Northern California Family Center - Runaway Youth Shelter Services (HS \$5,000 allocated, \$0 expended). Program provides homeless youth under age 18 with 24-hour telephone consultation, emergency shelter, food, clothing, and mediation services.

❖ Goal 3, Served Unknown *Agency did not report accomplishments or respond to repeated requests for information, and was not funded for FY 18-19.*

H-1.3 STAND! For Families Free of Violence - Emergency Shelter (HS \$10,000 allocated and expended). Program provides emergency shelter for up to 24 women, children and now men who are fleeing domestic violence. Comprehensive supportive services include food, clothing, social and legal advocacy, vocational assistance, child care, housing referrals, and counseling.

❖ Goal 10, Served 22 (220%). *Significantly exceeded goal.*

H-1.4 Interfaith Council of CCC - Winter Nights Rotating Emergency Family Shelter (HS \$13,000 allocated and expended). Program provides emergency family shelter for up to 30 people in families with children. Services include shelter, food, transportation, case management, housing placement assistance and more. Shelter operates October – May and moves every two weeks to different faith-based locations.

❖ Goal 13, Served 13 (100%). *Met goal.*

H-1.5 Health, Housing and Homeless Services Division, Contra Costa Health Services - CORE Homeless Outreach (HS \$30,000 allocated, \$29,999.91 expended). Program provides outreach services to homeless individuals and families and serves as the entry point into the coordinated entry system for unsheltered persons in the County. Outreach teams provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement and referrals and transportation to CARE Centers.

❖ Goal 270, Served 588 (218%) *Significantly exceeded goal.*

H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

H-2.1 Loaves and Fishes, Nourishing Lives – Feeding Homeless and At-Risk Households (CDBG \$5,000 allocated and expended). Program provides hot, nutritious meals Monday through Friday in Antioch dining room, located at 403 West 6th Street. Partnering with other agencies, clients are also offered safety net services such as medical, shelter, and registration for Cal Fresh.

❖ Goal 500, Served 472 (94%) *Achieved goal.*

H-2.2 SHELTER Inc. – Homeless Prevention/Rapid Rehousing (HS \$25,000 allocated, \$19,456.33 expended). Program prevented homelessness for households at-risk of homelessness and rapidly re-housed households who were homeless by providing short-term financial assistance for move-in costs or past due rent.

❖ Goal 160, Served 211 (132%) *Exceeded goal.*

❖ Goal \$80,000 in assistance disbursed to Antioch residents
Disbursed \$147,599 (184%) *Exceeded goal.*

H-2.3 Contra Costa Crisis Center/2-1-1 – Homeless Services (HS \$10,000 allocated and expended). Program provides 24/7 mental health crisis intervention services and a 2-1-1 information and referral service using full-time professional staff & highly trained volunteers, and serves as the primary contact and gateway into the homeless coordinated entry system. Antioch funding for homeless-related calls only.

❖ Goal 600, Served 1,022 (170%) *Exceeded goal.*

NON-HOUSING COMMUNITY DEVELOPMENT GOALS & STRATEGIES (CD-1–8)
Public Services (CD-2–5)

CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.

CD-2.1 Seniors: City, Senior Center Administration and Programs (CDBG \$35,000 allocated and expended). Program provides lower income Antioch seniors with access to a wide variety of activities and services at the Antioch Senior Center, including hot lunches M-F. Center serves as the hub of senior service delivery, providing space for Contra Costa Senior Legal Services, Lion's Center screening events, Senior Outreach Services Care Management, as well as providing health seminars, computer classes, insurance counseling, educational and recreational opportunities, and much more.

❖ Goal 800, Served 698 (87%) *Fell slightly short of goal as over 60 residents served were under age 62, and several hundred other persons served were from other cities.*

CD-2.2 Seniors: Contra Costa Senior Legal Services – Legal Services (CDBG \$10,000 allocated, \$9,999.74 expended). Program provides free legal counseling, advice, representation and litigation services to seniors in connection with their housing, income maintenance, consumer and individual rights, and other elder law issues.

❖ Goal 75, Served 104 (139%) *Exceeded goal*

CD-2.3 Seniors/Disabled: Lions Center for the Visually Impaired – Independent Living Skills (CDBG \$5,000 allocated and expended). Program provides in-home independent living skills instruction and training to visually impaired adults so they will maintain their independence and avoid institutionalization.

❖ Goal 14, Served 56 (400%) *Significantly exceeded goal*

CD-2.4 Seniors/Disabled: Senior Outreach Services – Meals on Wheels. (CDBG \$10,000 allocated, \$9,999.78 expended). Program delivers seven nutritious meals each week to frail, home bound seniors and disabled adults to help them live at home in safety, comfort, and with dignity for as long as they can. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers.

❖ Goal 220, Served 217 (120%) *Met goal*

CD-2.5 Seniors: Senior Outreach Services – Care Management (CDBG \$10,000 allocated, \$9,999.57 expended). Program provides an array of services to help older adults and their families meet long-term care needs. Care managers assist seniors in resolving critical issues affecting their health and wellness to help them live as independently as possible.

❖ Goal 120, Served 191 (159%) *Exceeded goal*

CD-2.6 Seniors/Disabled: Ombudsman Services of CCC – Advocacy in Care Facilities (CDBG \$10,000 allocated, \$9,998.91 expended). Program provides dependent adults and elderly residing in long-term care facilities with access to safe and secure environments through the advocacy of trained and certified Ombudsman who investigate abuse and ensure compliance of facilities.

❖ Goal 65, Served 88 (135%) *Exceeded goal*

CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.

CD-3.1 City, Youth Recreational Program Scholarships (CDBG \$15,000 allocated, \$12,024.50 expended). Program provides scholarships to 120 youth from lower income Antioch families, allowing them to participate free in healthy sports, fitness, recreation, swimming, and other classes.

❖ Goal 150, Served 138 (92%) *Within 10% of goal.*

CD-3.2 Community Violence Solutions – Child Sexual Assault Intervention (CDBG \$5,000 allocated and expended). Program serves child and developmentally disabled individuals who are victims of sexual assault with forensic interviews, advocacy, case management, and mental health services.

❖ Goal 35, Served 46 (131%) *Exceeded goal.*

CD-3.3 Court Appointed Special Advocates – CASA Advocacy for Youth at Risk (CDBG \$5,000 allocated and expended). Program provides advocacy, mentoring and representation services to abused and neglected children who are wards of the County Juvenile Dependency Court to improve access to social services, health care, therapeutic services and a safe and permanent living situation.

❖ Goal 10, Served 42 (420%) *Significantly exceeded goal.*

CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice in the City of Antioch.

CD-4.2 ECHO Housing – Fair Housing Services (CDBG Admin \$25,000 allocated, \$21,502.58 expended). Program investigates complaints of alleged housing discrimination and provides fair housing counseling services, including advice, mediation, testing/audits to uncover discrimination, training to housing providers, and outreach and education to residents and landlords.

❖ Goal 50 (cases only, not outreach), Served 61 (122%) *Exceeded goal.*

CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.

CD-5.1 Bay Area Legal Aid – Tenant/Landlord Counseling Services Collaborative (CDBG \$15,000 allocated and expended). Program provides landlord/tenant counseling services and legal services to Antioch tenants and landlords on their rights and responsibilities under federal, state and local housing laws.

- ❖ Goal 150, Served 150 (100%) *Met goal.*

Economic Development (CD-6)

CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.

CD-6.1 Contra Costa Child Care Council – Road to Success for Childcare Businesses (CDBG \$10,000 allocated and expended). Program benefits lower income residents by providing microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family child care providers.

- ❖ Goal 10, Served 10 (100%) *Met goal.*

CD-6.2 Open Opportunities – Future Build Pre-Apprenticeship Training (CDBG \$15,000 allocated and expended). Program provides 16-weeks of Pre-Apprenticeship training at the Pittsburg Adult Education Center, 1151 Stoneman Ave, for persons ages 18 and older in solar, energy, and construction trades. Core curriculum is developed by the Home Builders Institute and Building Trades Council. Training includes community service benefit projects in city and county parks and facilities, as well as placement services after graduation.

- ❖ Goal 2, Served 7 (350%) *Significantly exceeded goal. NOTE: 17 Antioch residents were trained and 14 placed in total. HUD now limits counting of those trained to only those who were placed with businesses who have a hiring contract with the agency. Therefore, hiring goals have been adjusted.*

CD-6.3 Opportunity Junction – Job Training and Placement Program (CDBG \$50,000 allocated and expended). Program integrates computer training with life skills, paid experience, case management and psychological counseling, career counseling and job placement, and long-term ongoing support. Participants enter administrative careers that enable them to become self-sufficient.

- ❖ Goal 2, Served 6 (300%) *Significantly exceeded goal. NOTE: 21 Antioch residents were trained and placed in total. HUD now limits counting of those trained to only those who were placed with businesses who have a hiring contract with the agency. Therefore, hiring goals have been adjusted.*

Infrastructure (CD-7)

CD-7: Infrastructure and Accessibility: Maintain adequate infrastructure in lower income areas, and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.

CD-7.1 City, Downtown Roadway Rehabilitation & Ramps (CDBG total \$1,350,000 allocated over 3 years, and expended). Project improves access for the physically handicapped in the older, lower income downtown areas, improves drainage facilities to reduce flooding, rehabilitates roadways and sidewalks and installs handicap ramps in the area on 7th and 8th Streets between A and G Streets.

- ❖ *Project completed and expended all funds.*

Administration (CD-8)

CD-8: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administer federal grant programs in a fiscally prudent manner.

CD-8.1 City, Administration of CDBG Program (CDBG-\$124,000 allocated, \$85,196 expended). Program supports the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administering federal grant programs in a fiscally prudent manner.

- ❖ Achieved

Affordable Housing Goals and Strategies (AH-1 – AH-3)

AH-1: Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

No projects funded.

AH-2: Increase Affordable Supportive Housing. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

AH-2.1 Satellite Affordable Housing Associates – Tabora Gardens Senior Housing (\$230,000 CDBG Revolving Loan Fund, \$170,000 NSP-1, \$600,000 Housing Successor, allocated and expended). Project constructed 85 units of deeply affordable (50% or less of area median income) apartment housing for seniors and Veterans.

- ❖ Project is complete and 100% rented.

AH-3: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

AH-3.1 City – Code Enforcement in Lower Income Areas (CDBG \$140,000 allocated, \$77,365.90 expended). Program helps to sustain suitable living environments and safe, decent, affordable housing in lower income areas, and helps protect the health, welfare and safety of lower income residents in these areas as well as promoting the maintenance of real property to improve the livability, appearance, social, and economic conditions in these areas.

- ❖ Goal 150 Housing & Building only cases closed, Served 141 (94%) *Met goal.*

AH-3.3 Community Energy Services – Minor Home Repair Grants (CDBG \$40,000 allocated \$7,513.26 expended). Project provides minor home repairs at no charge to homeowners to promote health and safety to qualifying low-income households. These repairs may include plumbing, grab bar installation, broken window replacement, repairs of hazardous conditions, and other improvements, averaging \$2,000 per household, that enable residents to have better access to their home.

- ❖ Goal 10, Completed 3 (30%) *Did not meet goal. Agency was not funded for 2018-20.*

AH-3.4 Habitat for Humanity – Homeowner Housing Rehabilitation (CDBG RLF \$255,000 allocated, \$0 expended). Project helps lower income single-family homeowners to rehabilitate their homes and improve accessibility and livability, especially for elderly and disabled homeowners. Rehabilitation supports Code Enforcement Program in identified lower income areas.

- ❖ Program was deferred for one year and the funding source was changed to Housing Successor for 2018-19. Funding this large program from HS frees up CDBG funds that can be allocated to street infrastructure. Because of recent reinterpretation of the regulations concerning how quickly CDBG funds must be expended, it has become necessary to allocate larger grants to Streets project so that they only have to accumulate funds for two years. Accumulating for three years may result in the City unable to meet HUD timeliness standards.

AH-3.5 Bay Area Affordable Homeownership Alliance – Antioch Home Ownership Program (HS \$50,000 allocated (plus carry-over funds from prior year), \$57,193 expended). Program helps lower income Antioch renters, employees of Antioch businesses, and others become Antioch home owners by providing HUD approved homebuyer education (8 hrs) and counseling, reviewing applications, assistance to identify down payment subsidies, and connection with lenders.

- ❖ Goal: 10 households Approved, 5 become Homeowners; Completed: 442 Inquiries processed, 154 households attended homebuyer education, 66 completed applications, 21 were approved, 3 in contract at year end, 2 new homeowners. *Staff considers goals to have been achieved by including those in contract and those who have completed process. Program far exceeded goals for number of inquiries and households who completed homebuyer education. Wells Fargo subsidy source dried up early in the year, and unfortunately new sources did not emerge that were sufficient to enable additional lower-income households to become homeowners. City is implementing its own subsidy program in FY 18-19 to help address this issue.*

#2 – Priority needs for 2019-20 Action Plan and Consolidated Plan

Based on performance of funded agencies and changes in HUD management, staff and the City Council CDBG Subcommittee made adjustments in the 2018-19 Action Plan. As explained, the Housing Rehabilitation program was switched from CDBG to Housing Successor funds, and a larger allocation was given to the Downtown Roadway project. It is likely that the CIP program will have to find additional sources of funding in order to create viable, cost-effective street rehabilitation in lower income areas within a two-year period. The Habitat program is being redesigned to meet HS standards for compliance, and it is hoped that they will be able to develop a more responsive priority/emergency

grant program as well. Last year we were also able to add an additional agency that serves Youth to increase City funding for that population.

FY 2019-20 is the final year of the five-year 2015-20 Consolidated Plan. In this plan, Council's priorities have been: addressing homelessness; building affordable housing for seniors and veterans; assisting lower income homeowners with needed repairs and rehabilitation of their homes; improving lower income neighborhood through Code Enforcement; helping people to purchase homes in the City; providing critical services to seniors; providing no-cost recreation programs for youth and services for abused children; supporting economic development opportunities for small childcare businesses in Antioch as well as job training/placement for Antioch residents; and repairing badly deteriorated downtown streets, crossings, and storm drains to address neighborhood quality of life, flooding and accessibility.

For 2019-20, Council and the public are asked to give feedback as to any other changes that would enhance the program. Notable considerations are the emergence of new state funding sources to address homelessness, which may change the mix of funded homeless services, and increased efforts to reduce evictions which can lead to homelessness. In addition, HUD is asking that cities consider concentrating their HUD funding on selected lower income neighborhoods and combining various tactics to make a visible difference in that neighborhood and its residents.

To examine this possibility, the CDBG/Housing consultant will be guiding the work of the City's Civic Spark Housing Fellow to survey the conditions in all lower income census tracts and block groups this Fall, and work with Code Enforcement, Planning, Capital Improvement Project and Recreation staff, and the Housing Consultant to identify needs and possible neighborhoods for consideration.

Finally, although it seems like a distant future, preparations have begun for the 2020-25 Consolidated Plan. Council, staff, and the public are invited to consider how Antioch's needs may have changed, and how CDBG and Housing Successor funding can best be used to address those needs. The City will be conducting a web survey, hold several public meetings, and a Study Session with Council to survey the needs of Antioch's lower income areas and households, and prioritize strategies to address those needs.

#3 – Increasing Homeless Prevention Eviction Services for FY 2018-19

The cities of Concord, Pittsburg and Antioch are experiencing a noticeable increase in the number of calls from residents who have received eviction notices. These calls have markedly increased since Bay Area Legal Aid closed the weekly Eviction Prevention clinics at the Pittsburg, Martinez and Richmond courthouses last year, due to the ending of a large grant which funded the clinics and staff to handle the resulting representation and litigation work.

The Consortium member cities of Antioch, Concord, Pittsburg and the County have engaged in several meetings about this pressing issue. They also met with the County Homeless Division to explore funding these services with upcoming sources of homeless funding from the State, as a long-term strategy to bring back these critical services for our residents facing eviction and possible homelessness.

As a cost-effective short-term strategy, the Council CDBG Subcommittee is recommending the addition of \$10,000 in Housing Successor funding to augment the current Bay Area Legal Aid (BALA) grant. BALA would then use these funds to subcontract with ECHO Housing to perform homeless prevention eviction services for the City. ECHO has a local office in Antioch and has the ability to increase the hours of the staff person currently working there. Callers often are answered by a person, and prefer this to the telephone tree that BALA uses. Funding ECHO to do both Fair Housing and Tenant/Landlord work will enable the City to advertise one number for residents to call, and ECHO can make a warm handoff to BALA of residents needing litigation or representation work. The County currently has such an arrangement with BALA and ECHO, and last year the two agencies also had this arrangement in Antioch and Concord. Both cities are finding that the previous collaborative arrangement was more satisfactory for clients.

In the FY 2018-19 Action Plan, Council approved funding for Bay Area Legal Aid (BALA) to handle Tenant/Landlord issues (\$15,000 CDBG), and ECHO Housing to handle Fair Housing calls (\$25,000 CDBG). Prior to this year, ECHO had received the Tenant/Landlord grant and BALA received the Fair Housing grant, as both agencies are capable of both types of work with the exception that legal representation is exclusively the realm of BALA.

It is recommended that the Housing Successor to the Antioch Development Agency consider adopting Resolution Attachment "A", which will augment the existing \$15,000 Bay Area Legal Aid CDBG grant with an additional \$10,000 in Housing Successor funding for subcontracting to ECHO Housing for homeless prevention services of eviction prevention, which fall under the category of Tenant/Landlord services.

ATTACHMENTS

- A. Resolution of the Housing Successor to the Antioch Development Agency Amending the 2018-19 Budget and Approving the Allocation of \$10,000 in Additional Funding for Homeless Prevention During the Fiscal Year 2018-2019

ATTACHMENT "A"

RESOLUTION 2018/**

RESOLUTION OF THE HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY AMENDING THE 2018-19 BUDGET AND APPROVING THE ALLOCATION OF \$10,000 IN ADDITIONAL FUNDING FOR HOMELESS PREVENTION DURING THE FISCAL YEAR 2018-2019

WHEREAS, SB 341 (Chapter 796, Statutes of 2013) modifies expenditure and accounting rules for Housing Successor agencies that have taken over housing functions for former redevelopment agencies, and permits the expenditure of up to \$250,000 per fiscal year on homelessness prevention and rapid re-housing services if the housing successor has fulfilled all replacement, affordable housing production, and monitoring, database compilation and web site publication requirements; and

WHEREAS, the City of Antioch has fulfilled the aforementioned requirements and wishes to help prevent and address the issues of homelessness and homeownership in the City; and

WHEREAS, FY 2018-19 is the fourth year of the 2015-20 Consolidated Plan, and the second year of the FY 2017-20 three-year funding cycle, and proposals to provide a wide array of services and programs to benefit lower income persons and areas were solicited by the Contra Costa HOME Consortium according to HUD procurement regulations; and

WHEREAS, the Council Subcommittee carefully considered all proposals, and made recommendations for funding which constitute the draft Action Plan; and

WHEREAS, since that time, the City has experienced a pressing need for increased eviction prevention services and identified a cost effective solution; and

WHEREAS, the Subcommittee recommends funding in the amount of \$10,000 from the Housing Successor Fund be used for Homeless Prevention services as provided by Bay Area Legal Aid for subcontract to ECHO Housing for Eviction Prevention; and

WHEREAS, the Director of Finance has confirmed that there are sufficient, unencumbered funds to take this action.

NOW THEREFORE IT BE RESOLVED that the Housing Successor to the Antioch Development Agency does hereby designate \$10,000 in Housing Successor funds for Homeless Prevention as indicated above; and

BE IT FUTHER RESOLVED, that the FY 2018-2019 Housing Successor Fund budget is hereby amended to implement the funding recommendations of the Council CDBG Subcommittee as stated.

RESOLUTION NO. 2018/**

September 25, 2018

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I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Housing Successor to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 25th day of September 2018, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH