



ANNOTATED AGENDA

Antioch City Council SPECIAL AND REGULAR MEETING Including the Antioch City Council acting as Housing Successor to the Antioch Development Agency

Date: Tuesday, July 27, 2021

Time: 5:30 P.M. – Closed Session
6:00 P.M. – Special Meeting/Study Session
7:00 P.M. – Regular Meeting

Place: The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov).

If you wish to provide a written public comment, you may do so any of the following ways **by 3:00 p.m. the day of the Council Meeting**: (1) Fill out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Email the City Clerk's Department at cityclerk@ci.antioch.ca.us.

To provide oral public comments during the meeting, click the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>. You may also provide an oral public comment by dialing **(925) 776-3057**. Please see inside cover for detailed Speaker Rules.

*The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you must submit your comments in writing **by 3:00 p.m. the day of the City Council Meeting**.*

Lamar Thorpe, Mayor

Monica E. Wilson, Mayor Pro Tem (Council Member District 4)

Tamisha Torres-Walker, Council Member District 1

Michael Barbanica, Council Member District 2

Lori Ogorchock, Council Member District 3

Ellie Householder, City Clerk

Lauren Posada, City Treasurer

Ron Bernal, City Manager

Thomas Lloyd Smith, City Attorney

Online Viewing: <https://www.antiochca.gov/government/city-council-meetings/>

Electronic Agenda Packet: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

Project Plans: <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

SPEAKERS' RULES

IMPORTANT NOTICE REGARDING THIS MEETING: To protect our residents, officials, and staff, and aligned with the Governor's Executive Order N-29-20, certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting.

Members of the public seeking to observe the meeting may do so at https://www.antiochca.gov/live_stream, on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide public comment may do so one of the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card **by 3:00 p.m. the day of the Council Meeting** located at: https://www.antiochca.gov/speaker_card.
2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand. When calling into the meeting using the Zoom Webinar telephone number, press *9 on your telephone keypad to "raise your hand". Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.
3. Email comments to cityclerk@ci.antioch.ca.us **by 3:00 p.m. the day of the Council Meeting**. The comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item number. No one may speak more than once on an agenda item or during "Public Comments". All emails received **by 3:00 p.m. the day of the Council Meeting** will be entered into the record for the meeting.

Speakers will be notified shortly before they are called to speak.

- When called to speak, please limit your comments to the time allotted (350 words, up to 3 minutes, at the discretion of the Mayor).

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the Council meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal of the City Council to stop discussing agenda items no later than 11:00 p.m.

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: publicworks@ci.antioch.ca.us.

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. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, 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 Speaker Request form online **by 3:00 p.m. the day of the Council Meeting** at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

5:31 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Property: 301 W. 10th Street Antioch, CA; Agency Negotiation: City of Antioch and Contra Costa County Fire Protection District; Negotiating Parties: Ron Bernal, City Manager, City of Antioch and Mike Quesada, Assistant Fire Chief, Support Services, Contra Costa County Fire Protection District; Under Negotiation: Price and Terms of Payment.

Direction provided to the City Manager

6:00 P.M. ROLL CALL – SPECIAL MEETING/STUDY SESSION – for Council Members – *Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Thorpe (Council Member District 1 Torres-Walker arrived at the end of roll call).*

PLEDGE OF ALLEGIANCE

STUDY SESSION

1. AMERICAN RESCUE PLAN ACT FUNDING DISCUSSION

Direction provided to staff

Recommended Action: It is recommended that the City Council provide feedback and direction regarding the allocation of American Rescue Plan Act funding received by the City of Antioch.

PUBLIC COMMENT

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

Motioned to adjourn Special Meeting at 6:23 p.m., 5/0

7:00 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, and Mayor Pro Tem (District 4) Wilson (Mayor Thorpe – Absent)***

PLEDGE OF ALLEGIANCE

2. PROCLAMATIONS

- Commemorating The Church of Christ (Iglesia Ni Cristo) 107th Anniversary, July 27, 2021
- Congratulating the City of Antioch's Finance Department for receiving a "Certificate of Achievement for Excellence in Financial Reporting"

Approved, 4/0 (Thorpe Absent)

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

MAYOR THORPE ARRIVED AFTER PROCLAMATION VOTE AND ATTENDED COUNCIL MEETING BY PHONE. MAYOR PRO TEM WILSON PRECIEDED OVER THE COUNCIL MEETING.

MAYOR THORPE REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #12 TO BE HEARD AFTER THE CONSENT CALENDAR; APPROVED 5/0

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

➤ ECONOMIC DEVELOPMENT COMMISSION

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/COMMUNICATIONS

MAYOR'S COMMENTS

- 4. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A.** APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 25, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Minutes.
- B.** APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 8, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Minutes.
- C.** APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 22, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Minutes.
- D.** APPROVAL OF COUNCIL WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- E.** APPROVAL OF HOUSING SUCCESSOR WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- F.** APPROVAL OF TREASURER'S REPORT FOR MAY 2021
Received and filed, 5/0
Recommended Action: It is recommended that the City Council receive and file the May 2021 Treasurer's Report.
- G.** APPROVAL OF TREASURER'S REPORT FOR JUNE 2021
Received and filed, 5/0
Recommended Action: It is recommended that the City Council receive and file the June 2021 Treasurer's Report.
- H.** SECOND READING – ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE TO AUTHORIZE SERVICE OF YOUTH MEMBERS ON CITY ADVISORY BOARDS AND COMMISSIONS (*Introduced on 06/22/2021*)
Ord No. 2197-C-S adopted, 5/0
Recommended Action: It is recommended that the City Council adopt an ordinance amending the Municipal Code to authorize the appointment of Youth Members, 14 to 17 years of age, to City Advisory Boards and/or Commissions.

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

I. ENVIRONMENTAL JUSTICE ELEMENT AND SAFETY ELEMENT UPDATE CONTRACT
Reso No. 2021/117 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution to approve the contract with Urban Planning Partners, Inc. in the amount of \$107,440 for the preparation of a new Environmental Justice Element and updates to the Safety Element of the Antioch General Plan.

J. PURCHASE OF NEW FURNITURE FOR THE CITY HALL INTERIOR MODIFICATIONS (P.W. 247-S)

Reso No. 2021/118 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to increase purchase orders with the various furniture providers using Cooperative Purchasing for a total amount of \$200,000, increasing the combined purchase order totals to \$500,000.

K. AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENTS

Recommended Action: It is recommended that the City Council take the following actions:
Reso No. 2021/119 adopted, 5/0

- 1) Adopt the resolution approving the Amended and Restated Communications Site Ground Lease Agreement with NCWPCS MPL 27 – Year Sites Tower Holdings, LLC (“AT&T”) via Crown Castle, attorney in fact for AT&T, at 401 Putnam Drive;

Reso No. 2021/120 adopted, 5/0

- 2) Adopt the resolution approving the Amended and Restated Communications Site Ground Lease Agreement with T-Mobile West Tower (“T-Mobile”) via Crown Castle, attorney in fact for T-Mobile, at 4506 Via Dora Drive; and

Reso No. 2021/121 adopted, 5/0

- 3) Adopt the resolution approving the Amended and Restated Communications Site Ground Lease Agreement with T-Mobile via Crown Castle, attorney in fact for T-Mobile, at 4808 Cache Peak Drive.

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

L. RESOLUTION APPROVING A CONTRACT WITH PRI MANAGEMENT GROUP FOR RECORDS PURGING

Reso No. 2021/122 adopted, 5/0

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

- 1) Approving a contract with PRI Management Group to purge police records in accordance with applicable state laws and the City's record retention policy and,
- 2) Authorizing the City Manager to execute a contract with PRI Management Group not to exceed \$65,000.

M. LICENSE AGREEMENT WITH PACIFIC GAS AND ELECTRIC FOR AN OUTDOOR COMMUNITY RESOURCE CENTER DURING PUBLIC SAFETY POWER SHUTOFF EVENTS AT THE NICK RODRIGUEZ COMMUNITY CENTER

Reso No. 2021/123 adopted, 5/0

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

- 1) Approving a License Agreement between the City of Antioch and Pacific Gas and Electric Company to provide an outdoor Community Resource Center (CRC) at the Nick Rodriguez Center parking lot during Public Safety Power Shutoff (PSPS) events.
- 2) Authorizing the City Manager to execute the Agreement.

N. CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2021/2022 (P.W. 507-18)

Reso No. 2021/124 adopted, 5/0

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

- 1) Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive, and responsible bidder, MG and JC Concrete;
- 2) Approving an Agreement with MG and JC Concrete in the amount of \$323,950; and
- 3) Authorizing the City Manager to execute the Agreement with MG and JC Concrete for a total amount of \$323,950.

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

- O. FIRST AMENDMENT TO THE DESIGN CONSULTANT SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE L STREET IMPROVEMENTS PROJECT (P.W. 234-15)**

Reso No. 2021/125 adopted, 5/0

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

- 1) Approving a first amendment to the Design Consultant Services Agreement with BKF Engineers for professional design services for the L Street Improvements Project in the amount of \$1,743,290 for a total contract amount of \$1,794,840; and
- 2) Authorizing the City Manager to execute the first amendment.

- P. CONSIDERATION OF BIDS FOR GASOLINE AND FUEL BID NO. 405-0706-21A AWARD**

Reso No. 2021/126 adopted, 5/0

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

- 1) Awarding the Maintenance Services Agreement for Gasoline and Diesel Fuel, to the lowest, responsive, and responsible bidder Hunt and Sons, Inc.;
- 2) Approving an Agreement with Hunt & Sons, Inc. for a term of five (5) years in the amount not to exceed \$500,000 per contract year for a total contract cost not to exceed \$2,500,000; and
- 3) Authorizing the City Manager to execute the Agreement with Hunt and Sons, Inc. for the total amount not to exceed \$2,500,000.

- Q. APPROVAL OF TWO PURCHASE ORDERS FOR FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 WITH SITEONE© GREEN TECH FOR AN AMOUNT OF \$200,000**

Reso No. 2021/127 adopted, 5/0

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

- 1) Approving two Purchase Order requests with SiteOne© Green Tech for the purchase of Rain Master DX3 Satellite Irrigation Controllers on an as needed basis and, all related parts and services including cellular service packages for an amount not to exceed \$100,000 per Fiscal Year, starting July 1, 2021 and ending June 30, 2023.
- 2) Authorizing the City Manager to approve the Purchase Orders with SiteOne© Green Tech for an amount not to exceed \$100,000 per Fiscal Year, starting July 1, 2021 and ending June 30, 2023.

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

- R.** RESOLUTION APPROVING THE FINAL MAP FOR PARK RIDGE UNIT 6 AND 7, SUBDIVISION 9563 AND 9564 (DAVIDON HOMES) AND EXECUTION OF GRANT OF EASEMENT FROM THE CITY OF ANTIOCH TO DAVIDON HOMES (P.W. 674-6 and 7)

Reso No. 2021/128 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Final Map and Improvement Plans for Park Ridge Units 6 and 7, Subdivision 9563 and 9564, and execution of Grant of Easement from the City of Antioch to Davidon Homes (P.W. 674-6 and 7).

- S.** FORMATION OF A COMMUNITY FACILITIES DISTRICT FOR THE LAUREL RANCH RESIDENTIAL PROJECT

Tabled, 4/0/1 (Torres-Walker Abstained)

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

- 1) Authorizing the California Statewide Communities Development Authority (“CSCDA”) to form a Community Facilities District within the City of Antioch to finance certain public improvements,
- 2) Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the Community Facilities District financing,
- 3) Approving an acquisition agreement between the City and the Developer or its assignee; and
- 4) Authorizing City staff to cooperate with CSCDA and its consultants in connection with the Community Facilities District formation and financing.

MAYOR THORPE HAD REQUESTED A MOTION TO SUSPEND THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #12 TO BE HEARD AFTER THE CONSENT CALENDAR; APPROVED 5/0

COUNCIL REGULAR AGENDA

- 12.** ANTIOCH POLICE DEPARTMENT POLICY 423: BODY-WORN CAMERAS (BWC) AND POLICY 427: MOBILE VIDEO/AUDIO RECORDER (MVAR)

Reso No. 2021/129 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to accept and approve the Antioch Police Department Body-Worn Camera and Mobile Video/Audio Recorder policies.

COUNCIL REGULAR AGENDA – Continued

5. REDISTRICTING PROCESS AND COMMUNITY OUTREACH FOR CITY COUNCIL MEMBER DISTRICT BOUNDARIES

***Direction provided to staff choosing option #1 –
City Council led Redistricting process, 4/1-(Torres-Walker)***

Recommended Action: It is recommended that the City Council provide direction to staff regarding the 2021-2022 Redistricting process and Community Outreach for City Council Member District Boundaries, including consideration of the following options:

- 1) City Council led Redistricting process,
- 2) Establishment of an Advisory Redistricting Commission,
- 3) Establishment of an Independent Redistricting Commission, or
- 4) Establishment of a Hybrid Redistricting Commission.

6. RIVERTOWN LANDMARK SIGN DESIGN CONCEPTS

Direction provided to staff

Recommended Action: It is recommended that the City Council review the proposed design options and preliminary construction cost estimates for the Rivertown Landmark Sign (“Project”) and provide direction to staff on a preferred alternative.

7. CONSIDERATION OF BIDS FOR THE SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK SYSTEM INSTALLATION (P.W. 282-19)

Reso No. 2021/130 adopted, 5/0

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

- 1) Approving an amendment to increase the Fiscal Year 2021/22 Capital Improvement Budget for the Speed Hump, Speed Table and Raised Crosswalk System Installation in the amount of \$80,000 from the Measure J Fund;
- 2) Awarding the construction agreement for the Speed Hump, Speed Table and Raised Crosswalk System Installation to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc.;
- 3) Approving an Agreement with Consolidated Engineering, Inc., in the amount of \$242,760; and
- 4) Authorizing the City Manager to execute the Agreement with Consolidated Engineering, Inc., for a total amount of \$242,760.

COUNCIL REGULAR AGENDA – Continued

8. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR UNHOUSED RESIDENT COORDINATOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT

Reso No. 2021/131 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the New Class Specification for Unhoused Resident Coordinator, assigning a salary range, and assigning the classification to the Confidential Bargaining Unit.

9. BUDGET ALLOTMENT FOR EACH COUNCIL MEMBER'S CONFERENCES AND TRAVEL
Direction provided to staff to divide Council Member's Conferences and Travel budget evenly between all Councilmembers

Recommended Action: It is recommended that the City Council discuss and provide direction to staff regarding an appropriation of a Budget Allotment for each Council Member's Conferences and Travel.

10. DESIGNATION OF AN ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Appointed Council Member District 1 Torres-Walker as the Alternate Delegate, 5/0

Recommended Action: It is recommended that the City Council appoint an Alternate Delegate for the 2021 League of California Cities Annual Conference.

11. ESTABLISH YOUTH DEVELOPMENT PROGRAMMING OPPORTUNITIES WITH A SPECIAL FOCUS ON THE SYCAMORE NEIGHBORHOOD

Direction provided to staff

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

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.*

MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*


Motioned to adjourn meeting at 10:05 p.m., 5/0

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

SUBJECT: American Rescue Plan Act Funding Discussion

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the allocation of American Rescue Plan Act funding received by the City of Antioch.

FISCAL IMPACT

The City of Antioch will be receiving a total of \$21,550,900 in funds from the American Rescue Plan Act ("ARPA"). \$10,775,450 was received in May 2021, with the remaining balance of \$10,775,450 to be received in May 2022. The funding and spending allocations will be accounted for in the American Rescue Plan Special Revenue Fund established with the adoption of the FY2021-23 Budget.

DISCUSSION

The American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021, and will deliver \$350 billion for eligible state, local, territorial, and tribal governments to respond to the COVID-19 emergency. Funding for eligible expenditures must be spent or obligated by December 31, 2024 and covers expenditures from March 3, 2021 through December 31, 2024. Funds obligated by December 31, 2024 but not yet spent have to be spent by December 31, 2026. For purposes of the ARPA, obligated means an order placed for property or services and entering into contracts, subawards and similar transactions that will require payment after December 31, 2024. Antioch is an entitlement City and will be receiving a total of \$21,550,900 directly from the Department of the Treasury split into two payments. The first payment was received in May 2021 with the second payment coming in May 2022.

The Department of the Treasury has issued an interim final rule and an FAQ sheet outlining eligible spending which can be found at the following link: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. The Treasury is accepting comments through July 16th and will be issuing a final rule sometime after that.

The main priorities and principals of the funding are to provide relief to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and business; and
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

Recipients may use these funds specifically to:

- Support public health expenditures (as outlined in the interim final rule);
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries and the public sector for those within a Qualified Census Tract or to other populations, households or geographic areas disproportionately impacted by the pandemic;
- Replace lost public sector revenue to provide government services to the extent of lost revenue (for the first measurement period ending calendar year December 2020, the City of Antioch has no revenue loss and therefore government services cannot be funded in this category); and
- Invest in water, sewer, and broadband infrastructure (as outlined in the interim final rule).

As the City Council deliberates on the allocation of the funds to projects and/or programs it is important to keep in mind that ARPA funds are temporary in nature and non-recurring so their use should be applied primarily to non-recurring expenditures or pilot programs that will provide the best investment in our community. The funds do not need to be spent immediately and thoughtful consideration should be given to the best use of funds. Guiding principles issued by the Government Finance Officers Association include the following:

- Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.
- Replenishing reserves used to offset revenue declines during the pandemic should be given high priority to rebuild financial flexibility/stability and restore fiscal resiliency.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well-suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long- term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

ARPA Scanning and Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is possible there are many beneficiaries of ARPA funding within your community, such as schools, transportation agencies and local economic development authorities. Be sure to understand what they are planning and augment their efforts; alternatively, creating cooperative spending plans to enhance the structural financial condition of your community.

Take Time and Careful Consideration. ARPA funds will be issued in two tranches to local governments. Throughout the years of outlays, and until the end of calendar year 2024, consider how the funds may be used to address rescue efforts and lead to recovery.

- Use other dedicated grants and programs first whenever possible and save ARPA funds for priorities not eligible for other federal and state assistance programs.
- Whenever possible, expenditures related to the ARPA funding should be spread over the qualifying period (through December 31, 2024) to enhance budgetary and financial stability.
- Adequate time should be taken to carefully consider all alternatives for the prudent use of ARPA funding prior to committing the resources to ensure the best use of the temporary funding.

The influx of funds will undoubtedly benefit state and local finances, and aid in the recovery from the budgetary, economic, and financial impacts of the pandemic. Rating agencies will evaluate a government's use of the ARPA funds in formulating its credit opinion and, importantly, will consider your government's level of reserves and structural budget balance, or efforts to return to structural balance, as part of their credit analysis. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize.

We are seeking City Council direction on allocation of funds. Staff will then research the Treasury guidelines to ensure the uses are eligible. This item will be brought back to City Council at a future meeting for formal action as more information is obtained.



*COMMEMORATING
THE CHURCH OF CHRIST
(IGLESIA NI CRISTO)
107TH ANNIVERSARY
JULY 27, 2021*

*WHEREAS, the Church of Christ (Iglesia Ni Cristo) located on Texas Street
in the City of Antioch will celebrate its 107th Year Anniversary on
July 27, 2021;*

*WHEREAS, Iglesia Ni Cristo was established in the Philippines on
July 27, 1914;*

*WHEREAS, the Iglesia Ni Cristo Congregation in Antioch was established
in 2001 and have been active in our community; and*

*WHEREAS, Executive Minister, Brother Eduardo V. Manalo is well known for
his dynamic leadership of the Iglesia Ni Cristo and for the humanitarian
works that the Iglesia Ni Cristo continues to do
throughout the world.*

*NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,
do hereby commemorate and congratulate the Church of Christ
(Iglesia Ni Cristo) on their 107th Year Anniversary.*

JULY 27, 2021

LAMAR A. THORPE, Mayor

2.01
07-27-21



CONGRATULATING THE
CITY OF ANTIOCH'S FINANCE DEPARTMENT
FOR RECEIVING A
"CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE
IN FINANCIAL REPORTING"

WHEREAS, the Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Antioch by the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020;

WHEREAS, the Government Finance Officers Association, established the Comprehensive Annual Financial Reporting Program ("Program") in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles, to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal;

WHEREAS, reports submitted to the Program are reviewed by selected members of the Government Finance Officers Association's professional staff and the Special Review Committee, which is comprised of individuals with expertise in public sector financial reporting and includes financial statement preparers, independent auditors, academics, and other finance professionals; and

WHEREAS, the Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby congratulate the City of Antioch's Finance Department on receiving a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada, for its Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020.

JULY 27, 2021

LAMAR A. THORPE, Mayor

2.02
07-27-21

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk **by the EXTENDED Deadline Date of 5:00 p.m., Friday, July 30, 2021.** Applications are available at <https://www.antiochca.gov/#>.

➤ ECONOMIC DEVELOPMENT COMMISSION

Your interest and desire to serve our community is appreciated.

ECONOMIC DEVELOPMENT COMMISSION

(EXTENDED Deadline Date: 07/30/2021)

Three (3) Full-term vacancies expiring June 2025

- The EDC's function is to address economic development issues within the City and make recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City's economic base and create quality jobs.
- Seven-member board – 4 year terms.
- At least five members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City.
- Regular meetings are held at 7:00 p.m. on the first Tuesday in the months of February, April, June, September, October and December, the third Tuesday in July, and on the first Tuesday on an as-needed basis only during the months of March, May, and November. No meetings are held during January or August.
- Members of the Economic Development Commission are subject to The Brown Act open meeting law and are required to file an annual Statement of Economic Interest (FPPC Form 700).
- Commissioners must take the 2-hour AB1234 Ethics Training within one year of appointment and every two years thereafter. There is no cost to this online AB1234 Ethics Training provided by the Fair Political Practices Commission.
- Newly appointed and reappointed commissioners are required to take an Oath of Office administered by the City Clerk.

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

**Regular/Special Meeting
5:00 P.M.**

**May 25, 2021
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received by 3:00 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

4:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Miguel Minjares v. the City of Antioch, United States District Court Northern District of California Case No. 3:21-cv-01803-VC.

Mayor Thorpe called the Special meeting to order at 5:00 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 2 Barbanica, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe
Absent: Council/Agency Member District 3 Ogorchock (arrived at 5:06 P.M.)

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

STUDY SESSION

- 1. PRESENTATION OF THE DRAFT 5-YEAR CAPITAL IMPROVEMENT PROGRAM 2021-2026, (P.W. 150-21)**

City Manager Bernal introduced the Study Session Agenda Item #1.

Councilmember Ogorchock arrived at 5:06 P.M.

Director of Public Works/City Engineer Samuelson thanked staff who assisted in assembling the CIP and introduced Project Manager Buenting who presented the staff report dated May 25, 2021, recommending the City Council review and provide feedback to staff regarding the draft 5-Year Capital Improvement Program (CIP) 2021-2026.

Discussion ensued for the following projects.

L Street Improvements Preliminary Concept

Project Manager Buenting gave a PowerPoint presentation of the “L” Street Improvements Preliminary Concept. He discussed the utility undergrounding district for the area and the possibility of phasing improvements.

Director of Public Works/City Engineer Samuelson added there were three different segments of this project so if they were unable to obtain full funding, there may be opportunities to phase the project while they seek out additional grant funding for its completion.

Councilmember Torres-Walker discussed the elimination of parking on “L” Street and the importance of community outreach to neighborhoods, so they were aware of the potential impacts.

Director of Public Works/City Engineer Samuelson responded that if it were the pleasure of Council to move forward with the current plan, outreach efforts would occur to discuss the potential impacts and alternative parking areas. He noted that no decisions would be made, or designs would occur until they engaged the community.

Councilmember Ogorchock discussed the possibility of state funding for beautifying the area along the fairground’s property.

Following discussion, Council consensus supported the project concept and lane geometry, directing staff to move forward with the project.

2022 Trail Maintenance Program

Mayor Thorpe requested staff solicit feedback from the Parks and Recreation Commission on the 2022 Trail Maintenance Program.

Traffic Signal at Heidorn Ranch/Sand Creek

Project Manager Buenting stated there had been an error in the report and this project location was at Heidorn Ranch/Prewett Ranch.

Rivertown Landmark Signs

Project Manager Buenting discussed the funding for the citywide, wayfinding and landmark signage projects.

City Manager Bernal explained that there was money specifically set aside for murals and utility boxes. He noted there was \$150k allocated towards the Rivertown landmark sign and \$100k

allocated toward wayfinding signage. He reported the wayfinding effort had cost \$120k so far so they had used \$20k from the Rivertown landmark sign funding. He noted the total cost estimate for the Rivertown landmark signage was \$250k, so Council needed to decide how they wanted to fund the remainder of that project.

Councilmember Ogorchock thanked staff for their hard work and requested Council consider adding the following items to the CIP:

- Sod replacement at the ballfields on James Donlon
- Maintenance fund for new signage projects
- Signage at the Children's Memorial Tree Grove

Councilmember Torres-Walker reported that she had received comments from the community regarding improvements needed along "A" Street and East 18th Street as well as Sycamore Drive between "L" Street and Somersville Road.

City Manager Bernal commented that staff needed Council to provide clear direction on what they would like to come forward at the Council meeting on June 8, 2021, so they could finalize the budget for adoption on June 22, 2021.

Mayor Thorpe commented that "A" Street and 18th Street were brought up in the past and there was an agreement that improvements to those areas needed to be considered. He spoke in support of prioritizing items that helped beautify the community and lift community pride.

UNFUNDED PROJECTS

Council discussed the Unfunded Projects and chose the following projects as priorities to be added to the budget for Council consideration:

- Restoration of Public Art
- City Hall Modifications
- Prewett Pool Deck Coating
- Prewett Pool Resurfacing
- PD Technology Upgrades
- Senior Center ADA Upgrades
- Prewett Perimeter Fence Replacement

Mayor Thorpe left the meeting at 6:22 P.M. and Mayor Pro Tem Wilson presided over the meeting.

Councilmember Thorpe returned at 6:23 P.M. and explained that he had lost connection to the meeting.

Council continued to discuss the Unfunded Projects and chose the following projects to be added to the budget for Council consideration:

- Integration of Access Control

- L Street Improvements
- Rivertown Landmark Signs
- Citywide Signage

Mayor Thorpe commented that the budget coming back to Council for consideration was rather large, and they should be prepared to eliminate some items previously requested.

Councilmember Ogorchock requested Council reconsider the addition of an Asset Replacement Fund.

Mayor Thorpe thanked staff for all of their hard work and adjourned the Special meeting at 6:46 P.M.

Mayor Thorpe called the meeting to order at 7:00 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

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

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously suspended the rules and moved Regular Agenda Item #13 to be heard prior to Public Hearing Agenda Item #9.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Board of Administrative Appeals: Six (6) vacancies: deadline date is June 11, 2021
- Parks and Recreation Commission: Two (2) vacancies; deadline date is June 4, 2021

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay.

Paul Thorton, Antioch resident, provided written comment regarding the increase of unsafe and illegal driving events occurring in Antioch. He requested the City Council and staff address this issue.

Mark Long, Antioch resident, provided written comment in support of stricter penalties for individuals who engage in unsafe driving practices.

O'Janae Simpson, Antioch resident, provided written comment in opposition to the Glydways project.

Lashawnta Okeefe and Kyle Reese, Antioch residents, provided written comment stating that they believed public comments were being overlooked as not being relevant to agenda items.

Jonathan Mathias, Antioch resident, provided written comment expressing concern that Antioch was implementing programs that were similar to other cities which could cause them to begin deficit spending.

Griselda Sandoval, Antioch resident, provided written comment expressing concern that agendas were so large that it made it difficult for Council to make informed decisions.

Hector Talamantes, Antioch resident, provided written comment requesting the City Council seek input from the Parks and Recreation Commission prior to considering items related to parks, recreation, community programs and services.

James Beam, Antioch resident, provided written comment expressing concern that information regarding a landowner who had offered to allow the City to utilize his property for off road vehicles, had not been made public.

Nichole Gardner, Antioch resident, provided written comment expressing concern that the homeless had not been given sufficient time to relocate after receiving notices to do so by the Antioch Police Department and Code Enforcement.

Jesus Talamantes, Antioch resident, provided written comment expressing concern regarding sideshows occurring in Antioch and suggested stricter penalties for those who attend and participate in these events.

Matilde Valdispino, Antioch resident, provided written comment encouraging the City Council to have positive attitudes.

Kerry Motts, Antioch resident and Planning Commissioner, provided written comment in support of the revitalization of downtown Antioch.

Jon Goodman provided written comment in support of renter protections for Antioch residents.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Patricia Granados expressed concern regarding racial comments made against elected officials and she recognized them for their hard work. She also acknowledged those who died during incidents involving the Antioch Police Department.

Francisco Torres and Raul Vasquez representing Alliance of Californians for Community Empowerment (ACCE), spoke in support of renter protections for Antioch residents.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported that as members of the Cannabis Standing Committee both she and Councilmember Wilson had participated in a meeting. She announced that the CDBG Standing Committee would be scheduling a meeting in the near future.

Councilmember Wilson reported on her attendance at the Cannabis Standing Committee meeting and announced Tri Delta Transit would be meeting on May 26, 2021.

Mayor Thorpe announced he would also be attending the Tri Delta Transit meeting on May 26, 2021.

MAYOR'S COMMENTS

Mayor Thorpe explained that all public comments received by the City were read into the record; however, if they were not germane to the agenda item, they were moved to Public Comment at the end of the Council meeting. He reported that vehicles impounded during sideshows were held for 30-days and the owner received a \$3,000.00 fee to retrieve their vehicle along with a \$300.00 citation. He explained that Antioch was a General Law City and fees were set by the State. He noted the Antioch Police Department and City Council were working hard on public safety issues. He announced it was the 1-year anniversary of the death of George Floyd and the world had changed. He thanked City staff for facilitating change in Antioch.

3. PRESENTATION

Director of Economic Development Reed introduced David Kippen, Evviva Brands who gave a PowerPoint presentation of the Dining District Branding and Marketing Campaign.

Following discussion, the City Council consensus supported Rivertown Blue and Antioch Orange for the colors and option #2 typeface for the Dining District Branding and Marketing Campaign.

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 27, 2021

- B. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 11, 2021
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 18, 2021
- D. APPROVAL OF COUNCIL WARRANTS
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. RESOLUTION NO. 2021/89 ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2021-22 FISCAL YEAR
- G. RESOLUTION NO. 2021/90 HOUSING ELEMENT CONTRACT APPROVAL
- H. RESOLUTION NO. 2021/91 MODIFY APPROVED FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN TO THE INCREASED HUD CDBG ALLOCATION

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

PUBLIC HEARINGS

5. PROPOSED UPDATES TO THE MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2021

City Manager Bernal introduced Public Hearing Item #5.

Finance Director Merchant presented the staff report dated May 25, 2021 recommending the City Council adopt a resolution updating and approving the Master Fee Schedule effective July 1, 2021.

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

RESOLUTION NO. 2021/92

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council adopted a resolution updating and approving the Master Fee Schedule effective July 1, 2021. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Noes: Torres-Walker

Mayor Thorpe commented that they would be discussing subsidizing fees for students in AUSD who participated in the free and reduced lunch program, during budget discussions.

6. RESOLUTION ACCEPTING AND ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN (P.W. 340-15)

Director of Public Works/City Engineer Samuelson presented the staff report dated May 25, 2021, recommending the City Council adopt the resolution approving the Water Shortage Contingency Plan and authorizing City staff to submit the Water Shortage Contingency Plan as part of the 2020 Urban Water Management Plan Update to the Department of Water Resources incorporating all appropriate comments at the close of the Public Hearing.

Micaela Nino, representing Brown and Caldwell, gave a PowerPoint presentation of the 2020 Water Shortage Contingency Plan.

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

RESOLUTION NO. 2021/93

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution approving the Water Shortage Contingency Plan and authorizing City staff to submit the Water Shortage Contingency Plan as part of the 2020 Urban Water Management Plan Update to the Department of Water Resources incorporating all appropriate comments at the close of the Public Hearing.

7. RESOLUTION ACCEPTING AND ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE (P.W. 340-15)

Director of Public Works/City Engineer Samuelson presented the staff report dated May 25, 2021 recommending the City Council adopt the resolution adopting the 2020 Urban Water Management Plan Update and authorizing City staff to submit the 2020 Urban Water Management Plan Update to the Department of Water Resources incorporating all appropriate comments at the close of the Public Hearing.

Micaela Nino, representing Brown and Caldwell gave a PowerPoint presentation of the 2020 Urban Water Management Plan (UWMP).

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

RESOLUTION NO. 2021/94

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution adopting the 2020 Urban Water Management Plan Update and authorizing City staff to submit the 2020 Urban Water Management Plan Update to the Department of Water Resources incorporating all appropriate comments at the close of the Public Hearing.

8. AMENDMENT TO THE ZONING ORDINANCE REGARDING HOME OCCUPATIONS

Director of Community Development Ebbs presented the staff report dated May 25, 2021 recommending the City Council introduce the Ordinance amending Section 9-5.901 of the Antioch Municipal Code regarding Home Occupations.

Mayor Thorpe opened the public hearing.

The following public comment was read into the record by City Clerk Householder.

Hamilton Burger spoke in support of the Zoning Ordinance Amendment.

Councilmember Wilson stated she felt Section 4, (C) (15) "Other uses which the Community Development Director determines to be inappropriate or incompatible within a residential neighborhood" was vague and should be removed from the Ordinance.

Director of Community Development Ebbs explained that the provision was a carryover from the current ordinance and clarified that any interpretation he made could be appealed to the Planning Commission.

City Attorney Smith stated he did not see that provision in the municipal code and agreed that it was overly broad delegation of authority that could be stricken.

Councilmember Ogorchock, Councilmember Thorpe and Councilmember Torres-Walker agreed the wording was vague and should be removed.

Mayor Thorpe added that there were fees associated with the appeals process.

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council unanimously introduced the Ordinance amending Section 9-5.901 of the Antioch Municipal Code regarding Home Occupations striking Section 4, C, 15.

By previous action of Council, Regular Agenda item #13 was moved to the next item of business.

COUNCIL REGULAR AGENDA

13. YOUTH DEVELOPMENT – ANTIOCH COUNCIL OF TEENS AND YOUTH TOBACCO ADVOCACY POLICY PROJECT (YTAPP) PRESENTATION OF RECOMMENDATIONS

Director of Parks and Recreation Helfenberger, Youth Services Network Manager Johnson, Sara Morgan and Tyler Gardner representing the Antioch Council of Teens presented the staff report dated May 25, 2021, recommending the City Council receive a presentation of recommendations from the Youth Tobacco Advocacy Policy Project (YTAPP) with support from the Antioch Council of Teens.

Ryan Orhood, Program Coordinator for the YTAPP, De'Majania Johnson, Jessica Sager, Melissa Mendes, Rachel Walren, Antioch High School (AHS) Students and Diana Mercario, AHS Alumni, representing YTAPP gave the Youth Tobacco Advocacy Policy Project presentation.

The following public comment was read into the record by City Clerk Householder.

Anonymous provided a letter to Council regarding a recent FDA action and encouraged the Council to act immediately.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Brian Davis, Contra Costa Tobacco Prevention Coalition, Blythe Youth, representing the American Heart Association, Agamroop Kaur, representing Contra Costa County CourAGE Youth Health Coalition, Jen Grand-Lejano, Government Relations Director for the American Cancer Society Cancer Action Network, Siena, Antioch resident and Marya Lopez spoke in support of the City Council adopting a Tobacco Retail License (TRL) Ordinance for Antioch.

The following public comments were read into the record by City Clerk Householder.

Essence Phillips, Allie Wolgama and Amyah Woody representing the Contra Costa Tobacco Prevention Coalition provided written comment in support of the City Council adopting a TRL Ordinance in Antioch.

The City Council thanked YTAPP for the presentation and spoke in support of creating a TRL policy for Antioch.

Council reviewed recommendations and provided the following direction to staff for the following potential items to be included in a TRL policy for Antioch:

- Prohibiting the sale of flavored tobacco products including menthol cigarettes
- Prohibiting the sale of electronic smoking devices
- Setting a minimum price of \$10.00 for cigarettes, little cigars and cigars
- Setting a minimum pack size of 20 cigarillos/little cigars and a minimum pack size of 6 cigars
- Proximity: New retailers must locate more than 1000 feet away from areas youth frequent, such as parks and schools
- Density; Set a density cap, restricting the number of retailers (TBD)

Council felt the following recommendation could result in unintended consequences because the youth were not currently criminalized. Council consensus supported not adding the following recommendation to the TRL policy for Antioch.

- The Tobacco Retail License (TRL) will not penalize the purchase, use or possession of a tobacco product by any person not engaged in tobacco retail

City Attorney Smith clarified that he would proceed to vet these items legally and work with YTAPP to come back to Council with the information requested.

Mayor Thorpe thanked the youth for their input on this agenda item.

Mayor Thorpe declared a recess at 9:39 P.M. The meeting reconvened at 9:45 P.M. with all Councilmembers present.

PUBLIC HEARINGS – *Continued*

9. PROPOSED AMENDMENTS TO THE ANTIOCH MUNICIPAL CODE (“AMC”) (1) TO EXPAND THE DEFINITION OF SMOKING TO INCLUDE THE USE OF E-CIGARETTES AND SMOKING OF CANNABIS (AMC SECTION 6-8.02), AND DELETE THE EXISTING DEFINITION OF ELECTRONIC SMOKING DEVICE (AMC SECTION 9-5.203) AND (2) TO EXPAND THE LOCATIONS WHERE SMOKING IS PROHIBITED (AMC SECTION 6-8.04)

Councilmember Ogorchock requested this item be tabled and included within the Ordinance encompassing the youth tobacco recommendations.

Mayor Thorpe clarified that since the items previously discussed had not been fully vetted, he would like to keep them separate.

In response to Councilmember Wilson, City Attorney Smith speaking to the following motion, clarified Council could consider this item separately or it could be tabled to incorporate the previously discussed items into one Ordinance.

A motion was made by Councilmember Ogorchock and seconded by Councilmember Barbanica to table this item to allow for the City Attorney to incorporate into the Ordinance the recommendations made by YTAPP in the previous agenda item. The motion failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Thorpe

Mayor Thorpe explained that he wanted to keep the two agenda items separate so that Council would have the choice to vote for the items they supported.

City Attorney Smith presented the staff report dated May 25, 2021 recommending the City Council introduce, waive the first reading, and read by title only the proposed amendments to the City’s Municipal Code. The proposed changes would: 1) Expand the definition of smoking to include the use of e-cigarettes and smoking of cannabis by amending Antioch Municipal Code Section 6-8.02, as well as deleting the existing definition of electronic smoking device from Antioch Municipal Code Section 9-5.203 as no longer necessary. 2) Expand the locations within the City where smoking is prohibited by amending Antioch Municipal Code Section 6-8.04.

Mayor Thorpe opened the public hearing.

The following public comments were read into the record by City Clerk Householder.

Hamilton Burger, Antioch resident, provided written comment in support of Council introducing the Ordinance.

Phillip Gardiner, Co-Chair African American Tobacco Control Leadership Council, provided the City Council with a letter in support of the Ordinance.

Mayor Thorpe closed the public hearing.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously introduced the Ordinance, waived the first reading, and read by title only the proposed amendments to the City's Municipal Code. The proposed changes would: 1) Expand the definition of smoking to include the use of e-cigarettes and smoking of cannabis by amending Antioch Municipal Code Section 6-8.02, as well as deleting the existing definition of electronic smoking device from Antioch Municipal Code Section 9-5.203 as no longer necessary. 2) Expand the locations within the City where smoking is prohibited by amending Antioch Municipal Code Section 6-8.04.

COUNCIL REGULAR AGENDA – *Continued*

10. YOUTH DEVELOPMENT – PRESENTATION OF BICYCLE GARDEN CONCEPT AND STAFF DIRECTION

City Manager Bernal presented the staff report dated May 25, 2021 recommending the City Council of the City of Antioch authorize City staff to initiate the following next steps: 1) Pursue the Bicycle Garden concept in the City of Antioch and associated grant seeking. 2) Solicit a recommendation from the Parks and Recreation Commission to the City Council on the preferred location. 3) Work with an ad hoc committee of the Parks and Recreation Commission to engage and obtain input from the community at large regarding 3-5 potential locations.

Peter Engel representing CCTA and Kirsten Riker representing Advanced Mobility Group provided a video and PowerPoint presentation of the Bicycle Garden concept.

Mayor Thorpe stated this was a great opportunity for the City to commit to bicycle safety.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council authorized City staff to initiate the following next steps: 1) Pursue the Bicycle Garden concept in the City of Antioch and associated grant seeking. 2) Solicit a recommendation from the Parks and Recreation Commission to the City Council on the preferred location. 3) Work with an ad hoc committee of the Parks and Recreation Commission to engage and obtain input from the community at large regarding 3-5 potential locations.

11. YOUTH DEVELOPMENT – POLICY FOR ALL INCLUSIVE PARKS

City Manager Bernal introduced Regular Agenda Item #11.

Director of Parks and Recreation Helfenberger presented the staff report dated May 25, 2021 recommending the City Council receive the update and provide direction.

Linda Gates, representing Gates and Associates, gave a PowerPoint presentation of the All-Inclusive Playground Policy Study.

The following public comments were read into the record by City Clerk Householder.

Marie Arce, Chair of the Antioch Parks and Recreation Commission, provided written comment in support of the City developing a policy for all-inclusive parks.

Lynda Green, Director of Be Exceptional Programs, provided written comment offering to work with the Antioch Parks and Recreation Department to provide classes and activities for students of all abilities.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Brendon O'Laskey, Antioch resident representing East County Regional Group (ECRG), spoke in support of developing all-inclusive parks in Antioch. He requested Council consider drafting a plan focused on equity and the creation of a new all ability park in the center of north Antioch.

Myriam Saenz spoke in support of developing all-inclusive parks in Antioch.

Rocheall Pierre, Antioch resident representing ECRG, spoke in support of developing all-inclusive parks in Antioch and recommended the resolution include equity as part of the criteria for park selection.

The Council spoke in support of the policy for all-inclusive parks. Councilmember Wilson recommended the City conduct outreach to ECRG and other stakeholders to solicit feedback.

Mayor Thorpe spoke in support of designating certain parks regionally as all-abilities/all-inclusive and the City investing heavily in them.

Councilmember Ogorchock stated that she believed the City needed to improve every park moving forward.

Councilmember Torres-Walker commented smaller parks needed to be inventoried so that they could make improvements to those facilities as well.

City Manager Bernal stated staff would take Council's input and assess parks in different regions to find 3-4 locations for all-inclusive parks and they would also develop an all-abilities aspect for the remainder of parks.

Mayor Thorpe requested the Parks and Recreation Commission be included in the conversation.

12. YOUTH DEVELOPMENT – CITY OF ANTIOCH YOUTH DEVELOPMENT PRINCIPLES

City Manager Bernal introduced Regular Agenda Item #12.

Director of Parks and Recreation Helfenberger introduced Youth Services Network Manager Johnson who presented the staff report dated May 25, 2021 recommending the City Council adopt a resolution regarding City of Antioch Youth Development Principles.

The following public comments were read into the record by City Clerk Householder.

Shelton Lee and Eileen West, Antioch residents, provided written comment in support of deleting demographics from the resolution because they felt it was divisive.

RESOLUTION NO. 2021/95

Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adopted the resolution regarding City of Antioch Youth Development Principles.

13. YOUTH DEVELOPMENT – ANTIOCH COUNCIL OF TEENS AND YOUTH TOBACCO ADVOCACY POLICY PROJECT (YTAPP) PRESENTATION OF RECOMMENDATIONS

By previous action of the Council, this item was moved to the beginning of the Agenda after Public Hearing Item #8.

14. RESOLUTION APPROVING THE SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ROWLAND BERNAL JR. FOR CITY MANAGER SERVICES, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND APPROVING THE NECESSARY FISCAL YEAR 2020/21 BUDGET AMENDMENT

Administrative Services Director Mastay presented the staff report dated May 25, 2021 recommending the City Council adopt a resolution approving the Second Amendment to the Employment Agreement with Rowland Bernal Jr. for City Manager Services, authorizing the Mayor to sign the Second Amendment and approving the necessary Fiscal Year 2020/21 budget amendment.

The City Council thanked City Manager Bernal for forgoing his raise in previous years and for his level of commitment to the City of Antioch.

Mayor Thorpe reminded everyone that staff appreciation day was at 8:30 A.M. on May 26, 2021.

RESOLUTION NO. 2021/96

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adopted a resolution approving the Second Amendment to the Employment Agreement with Rowland Bernal Jr. for City Manager Services, authorizing the Mayor to sign the Second Amendment and approving the necessary Fiscal Year 2020/21 budget amendment.

PUBLIC COMMENTS – None

City Clerk Householder announced public comments needed to be received by 3:00 P.M. the day of the City Council meeting.

STAFF COMMUNICATIONS

City Manager Bernal reported on his attendance at the East Bay Regional Park District Coal Mine Exhibit Ribbon Cutting. He announced the Memorial Day event would take place at 9:00 A.M. on May 31, 2021.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested the City Council consider reestablishing the Sesquicentennial Ad Hoc Committee. She requested Council review the list of agenda items previously requested by Council.

Councilmember Torres-Walker honored the indigenous people of Antioch and acknowledged the anniversary of the death of George Floyd.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adjourned the meeting at 11:08 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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

**Special/Regular Meeting
5:00 P.M.**

**June 8, 2021
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received by 3:00 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

Mayor Thorpe called the meeting to order at 5:00 P.M., and City Clerk Householder called the roll.

Present: Council/Agency/Authority Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

STUDY SESSION

1. FISCAL YEAR 2021-23 BUDGET DEVELOPMENT

City Manager Bernal introduced the Study Session Agenda Item #1.

Finance Director Merchant presented the staff report dated June 8, 2021 recommending the City Council provide feedback and direction regarding the Budget Development information provided for the Fiscal Year 2021-23 Budget.

The following public comment was read into the record by Administrative Services Director Mastay.

Lucy Meinhardt, Antioch resident, provided written comment suggesting the City Council budget for Sesquicentennial celebrations, transitional housing for the homeless and the development of The Yard as a Town Square.

Finance Director Merchant reported there was money budgeted for the Sesquicentennial celebrations.

Mayor Thorpe requested staff provide Council with line items for services and supplies.

Community Resources and Public Safety Department

Following discussion, Council consensus supported adding the New Department Head and \$50,000 for assessment of operational space for the Community Resources and Public Safety Department, to the budget.

Councilmembers Barbanica and Ogorchock stated they wanted additional information and to have discussions regarding this item prior to allocating any funds.

Mayor Thorpe requested the formation of the Community Resources and Public Safety Department come back to Council as a Study Session item.

Animal Services Technician

Council consensus supported adding the Animal Services Technician position to the budget.

Assistant or Deputy City Attorney

Council consensus supported adding the Assistant or Deputy City Attorney position to the budget.

Administrative Assistant 1

Council consensus did not support adding the Administrative Assistant 1 position to the budget. They requested this item come back to Council in November for reconsideration.

Finance Analyst

Council consensus did not support adding the Finance Analyst position to the budget. They requested this item come back to Council in November for reconsideration.

Community Development Technician

Council consensus did not support adding the Community Development Technician position to the budget. They requested this item come back to Council in November for reconsideration.

General Laborer

Council consensus supported adding the General Laborer position to the budget.

GIS Technician

Council consensus did not support adding the GIS Technician position to the budget. They requested this item come back to Council in November for reconsideration.

Fleet Services Technician

Council consensus did not support adding the Fleet Services Technician position to the budget. They gave direction that if Public Works was able to re-allocate existing budget funds to cover the position, it could be added to the budget. If unable to do so, this item would be brought back to Council in November for reconsideration.

Administrative Assistant I/II

Council consensus did not support adding the Administrative Assistant I/II position to the budget. They requested this item come back to Council in November for reconsideration.

Recreation Coordinator

Council consensus supported adding the Recreation Coordinator position to the budget.

Unhoused Resident Coordinator

Council consensus supported adding the Unhoused Resident Coordinator full-time position to the budget.

Code Enforcement Staffing

Council consensus supported adding seven (7) Code Enforcement Officers and one (1) Community Development Technician to the budget. They requested the Deputy Director of Community Development one (1) Community Development Technician, Vehicles and Equipment as well as City Hall remodeling for the division to come back to Council in November for reconsideration.

Water Treatment Plant Instrument Technician I/II – (Water Enterprise Fund)

Council consensus supported adding the Water Treatment Plant Instrument Technician I/II position to the budget.

Administrative Analyst – Housing (CDGB Fund & Housing Successor Funds)

Council consensus supported adding the Administrative Analyst Housing position to the budget.

Administrative Analyst – Environmental Resources (Solid Waste Fund/Water/Sewer/NPDES/General Fund)

Council consensus supported adding the Environmental Resources position to the budget.

CORE Team

Council consensus did not support adding the CORE Team to the budget. They requested this item come back to Council in November for reconsideration.

Capital Projects

Council consensus supported the following Projects to be included in the budget:

- Citywide Signage Program
- Restoration of Public Art
- Prewett Park Deck Coating
- Prewett Park Pool Resurfacing
- Rivertown Landmark Sign

Council consensus directed the following projects come back to Council in November for reconsideration:

- Police Department Community Room Tech Upgrades
- Prewett Park Perimeter Fence Replacement
- Integration and Upgrades of Access Controls

Council consensus directed the following project come back to Council in August for reconsideration:

- L Street Improvements

Mayor Thorpe stated he intended to bring “L” Street improvements back as part of a larger discussion on beautification and funding mechanisms for projects along “L” Street, “18th Street”, “A” Street, Delta Fair Blvd and Somersville Road.

Director of Public Works/City Engineer Samuelson clarified that the City had funding for “L” Street Improvements and they would continue to move forward while they actively seek grant opportunities.

Finance Director Merchant reviewed the revised budget with the previously approved positions and CIP projects.

Councilmember Ogorchock stated she felt the Council was not being fiscally responsible and they were depleting the Budget Stabilization Fund.

Mayor Thorpe lost connection to the meeting at 6:58 P.M.

In response to Councilmember Wilson, Finance Director Merchant confirmed that Council could remove items from the budget on June 22, 2021; however, it would be difficult to revise the budget resolution. She added that they could also make budget adjustments in November, provided projects and employee recruitments had not been started.

Councilmember Barbanica expressed concern regarding the City depleting the Budget Stabilization Fund and suggested deferring some items to November.

Mayor Thorpe returned to the meeting at 7:01 P.M.

Mayor Thorpe commented when Council received each department's services and supplies, they could examine that in terms of adjusting the budget to fulfill Council's goals.

Following discussion, Council consensus supported the budget revisions as presented this evening.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the Special meeting at 7:07 P.M.

Mayor Thorpe called the meeting to order at 7:14 P.M., and City Clerk Householder called the roll.

Present: Council/Agency/Authority Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Councilmember Barbanica led the Council in the Pledge of Allegiance.

2. INTRODUCTION OF NEW CITY EMPLOYEES

Director of Public Works/City Engineer Samuelson introduced Derek Traya Operations Supervisor who thanked the City for the introduction and stated he was excited to be working for the City of Antioch.

Mayor Thorpe welcomed Derek Traya to the City of Antioch.

Chief Brooks introduced Jose Collazo, Community Service Officer, and James Desiderio, Police Officer who thanked the City for the introduction and the opportunity to serve the community.

Mayor Thorpe welcomed Jose Collazo and James Desiderio to the City of Antioch.

Animal Shelter Manager Harding introduced Dr. Jennifer Louie, who thanked the City for the introduction and opportunity to serve the residents and animals in Antioch.

Mayor Thorpe welcomed Dr. Louie to the City of Antioch.

City Manager Bernal thanked Council for recognizing new employees.

Mayor Thorpe thanked Human Resources for attracting quality employees to Antioch.

3. PROCLAMATION

Recognizing June as LGBTQ+ Pride Month in the City of Antioch, June 2021

On motion by Councilmember Wilson, seconded by Councilmember Barbanica, the Council unanimously approved the Proclamation.

Carolyn Wysinger, on behalf of the Lambda Democratic Club, accepted the *Recognizing June as LGBTQ+ Pride Month in the City of Antioch* proclamation and thanked the City Council for the recognition.

Director of Public Works/City Engineer Samuelson stated that the Pride Flag would be raised as soon as it was received by the City.

Mayor Thorpe requested staff inform Council of when the flag raising would take place so they could be in attendance.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Councilmember Ogorchock requested staff bring forward a Juneteenth Proclamation for the June 22, 2021, City Council meeting. She announced the following events:

- Juneteenth Celebration on June 19, 2021 at Waldie Plaza
- Father's Day Car Show on June 20, 2021, at Waldie Plaza
- Independence Day Celebration on July 4, 2021, downtown Antioch

Mayor Thorpe reminded Council that there would be a presentation of the Resolution apologizing to early Chinese immigrants and their descendants for acts of fundamental injustice on June 17, 2021 at Waldie Plaza.

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Board of Administrative Appeals: Six (6) vacancies: deadline date is June 11, 2021
- Economic Development Commission: Three (3) vacancies; deadline date is June 25, 2020

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay.

Mark, District 2 resident, provided written comment in which he pointed out that laws applied to everyone.

Nicholas Hall, Antioch resident, provided written comment suggesting vacant land on Sycamore be developed as a community garden.

Chief Runningmouth provided written comment expressing concern regarding the increase of criminal activity and blight in Antioch.

Jon Goodman, Antioch resident representing Alliance of Californians for Community Empowerment (ACCE) provided written comment in support of renter protections for Antioch residents.

The following public comment was read into the record by Assistant City Manager Bayon Moore.

Raul Vasques, Richmond resident representing ACCE, provided written comments in support of tenant protections for Antioch residents.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

David Williams, Francisco Torres and Jackie Lowery, representing ACCE, spoke in support of tenant protections for Antioch residents.

Andrew Becker discussed a family member who experienced homelessness and his outreach efforts to the homeless community. He encouraged Council to focus on this matter and play a positive role.

Patricia Granados thanked the City Council for their hard work and outreach efforts.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported that as members of the CDBG Standing Committee both she and Councilmember Barbanica would be participating in a meeting with CDBG/Housing Consultant House at 3:00 P.M. on June 11, 2021. She thanked Department Heads for meeting with her so she could find out their needs.

Councilmember Barbanica reported on his attendance at the Unhoused Residents Ad Hoc Committee meeting and noted additional information would be reported out at a future Council meeting.

Councilmember Ogorchock reported on her attendance at Cal Cities Governance, Transparency and Labor Relations Policy Committee meeting.

Councilmember Wilson announced Delta Diablo meeting would be meeting on June 9, 2021.

Mayor Thorpe reported on his attendance at the Unhoused Residents Ad Hoc Committee meeting, a meeting with Chief Brooks and participants of the Community Violence Solutions Task Force, Mayor's Conference as well as the grand openings of Sephora and La Plazuela. He announced Footlocker would be holding their grand opening at Slatten Ranch in August.

MAYOR'S COMMENTS – None

5. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 27, 2021**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 11, 2021**
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 18, 2021**
- D. APPROVAL OF COUNCIL MINUTES FOR MAY 25, 2021**
- E. APPROVAL OF COUNCIL WARRANTS**
- F. APPROVAL OF TREASURER'S REPORT FOR APRIL 2021**
- G. ORDINANCE NO. 2195-C-S SECOND READING – AMENDMENTS TO THE ZONING ORDINANCE REGARDING HOME OCCUPATIONS (*Introduced on 05/25/21*)**
- H. ORDINANCE NO. 2196-C-S SECOND READING – ORDINANCE PROPOSING AMENDMENTS TO THE ANTIOCH MUNICIPAL CODE ("AMC") (1) TO EXPAND THE DEFINITION OF SMOKING TO INCLUDE THE USE OF E-CIGARETTES AND SMOKING OF CANNABIS (AMC §6-8.02), AND DELETE THE EXISTING DEFINITION OF ELECTRONIC SMOKING DEVICE (AMC §9-5.203) AND (2) TO EXPAND THE LOCATIONS WHERE SMOKING IS PROHIBITED (AMC §6-8.04) (*Introduced on 05/25/21*)**
- I. RESOLUTION NO. 2021/97 ANNUAL WATER TREATMENT CHEMICALS PURCHASE**

- J. PROJECT LIST FOR FISCAL YEAR 2021/22 ROAD MAINTENANCE AND REHABILITATION ACCOUNT ("RMRA")
- K. RESOLUTION NO. 2021/98 CONSIDERATION OF PROPOSALS FOR ON CALL STREET LIGHT AND OTHER ELECTRICAL REPAIR SERVICES, PROPOSAL NO. 968-0429-21A AWARD
- L. RESOLUTION NO. 2021/99 APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH TRB & ASSOCIATES, INC. TO PROVIDE PERMIT TECHNICAL SUPPORT TO THE BUILDING DIVISION OF THE COMMUNITY
- M. RESOLUTION NO. 2021/100 APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC. TO PROVIDE PERMIT TECHNICAL SUPPORT TO THE BUILDING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT
- N. RESOLUTION NO. 2021/101 RENAMING OF POLICE REFORM STANDING COMMITTEE OF THE WHOLE CITY COUNCIL TO POLICE OVERSIGHT STANDING COMMITTEE

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Council Consent Calendar with the exception of item J which was removed for further discussion.

Item J – In response to Mayor Thorpe, Director of Public Works/City Engineer Samuelson confirmed the staff report was incomplete.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously postponed Consent Calendar Item J.

PUBLIC HEARING

- 6. RESOLUTION APPROVING SEWER RATES PROPOSED IN THE SEWER RATE STUDY LISTED IN THE PROP 218 NOTICE PUBLIC HEARING

City Manager Bernal introduced Public Hearing Item #6.

Director of Public Works/City Engineer Samuelson presented the staff report dated June 8, 2021, recommending the City Council adopt a resolution: 1) Adopting the findings and the "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021, 2) Approving the Sewer Rate Schedule effective July 1, 2021; and 3) Amending the Master Fee Schedule to include the updated sewer rates.

Mayor Thorpe opened the public hearing.

City Clerk Householder announced that as of 8:09 P.M., the City had received ten (10) written protests against the proposed sewer rate increase. She noted Deputy City Clerk Garcia had been available in the City Hall lobby during the meeting this evening to receive written comments.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Danielle Edward questioned if the rate increase would improve sewer and water service.

Mayor Thorpe closed the public hearing.

In response to Mayor Thorpe, Director of Public Works/City Engineer Samuelson explained the rate increase being discussed this evening was related to wastewater. He commented sewer charged allowed the City to conducted maintenance, inspections and repairs for the residences and businesses throughout Antioch.

Councilmember Torres-Walker, speaking to the following motion, commented that the City could increase rates now or wait; however, if they waited, the rate would be higher than what was being proposed this evening. She noted if they decided to oppose the rate increase, it would have to be paid for out of the General Fund or the City would risk a penalty.

City Manager Bernal commented if Council were to not implement a rate increase over a long period of time, there would still be a need to maintain the system and funding would have to come from the General Fund if no other funds were available.

RESOLUTION NO. 2021/102

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council adopted a resolution: 1) Adopting the findings and the "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021, 2) Approving the Sewer Rate Schedule effective July 1, 2021; and 3) Amending the Master Fee Schedule to include the updated sewer rates.

COUNCIL REGULAR AGENDA

7. ECONOMIC DEVELOPMENT COMMISSION (EDC) APPOINTMENT FOR ONE (1) PARTIAL-TERM VACANCY EXPIRING JUNE 2023

City Clerk Householder read a biography for Christian Hills.

RESOLUTION NO. 2021/103

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock, the City Council adopted the resolution approving the appointment of Christian Hills to the Economic Development Commission for one (1) partial term expiring June 2023.

City Clerk Householder administered the Oath of Office to Christian Hills.

City Clerk Householder and Mayor Thorpe thanked Ms. Hills for volunteering to serve her community.

8. POLICE CRIME PREVENTION COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING JUNE 2023

Mayor Thorpe announced that the applicant for this vacancy had withdrawn his application.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council postponed the Police Crime Prevention Commission appointment for one partial-term vacancy expiring June 2023, to a future date.

9. TASER REPLACEMENT AND SOFTWARE UPGRADE

Lieutenant Vigil presented the staff report dated June 8, 2021, recommending the City Council adopt a resolution: 1) Approving a five-year contract with Axon Enterprises Inc. to upgrade the Police Department's Taser hardware and operating system software from July 1, 2021 to June 30, 2026, and 2) Authorizing the City Manager to execute a purchasing agreement with Axon Enterprises not to exceed \$407,118.30 over a five-year period.

The following public comments were read into the record by Administrative Services Director Mastay.

Jessica Houghton, Antioch resident, Cheyenne Cary, Payton Sivilie, Concord resident and Autumn Goolsby provided written comment in opposition to the City Council adopting the resolution.

Mayor Thorpe lost connection to the meeting at 8:37 P.M. and returned at 8:39 P.M.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Shagoofa Khan, Moxie Marsh and Frank Sterling spoke in opposition to Council adopting the resolution.

Patricia Granados spoke in opposition to Council adopting the resolution. She recognized those who lost their lives during altercations with law enforcement.

Councilmember Barbanica reported the City had spent a substantial amount of money to outfit every police officer with body worn and vehicle cameras to increase accountability and transparency. He noted new technology would activate the body camera to ensure there was video footage of how and why the taser was used. In addition, he noted tasers provided an option to lethal force or baton use.

In response to Councilmember Ogorchock, Lieutenant Vigil explained that the vendor indicated that they planned on sunsetting the current taser platform which meant all available stock would become outdated. He noted the contract included replacement parts, hardware and software that was maintained for the duration of the contract. He further noted once the current tasers were not repairable, they would have to order new tasers. Additionally, he reported some of the old tasers that were in service were not taking the downloads and they could not see data as it related to the incident.

A motion was made by Councilmember Barbanica, seconded by Councilmember Ogorchock to adopt the resolution 1) Approving a five-year contract with Axon Enterprises Inc. to upgrade the Police Department's Taser hardware and operating system software from July 1, 2021 to June 30, 2026, and 2) Authorizing the City Manager to execute a purchasing agreement with Axon Enterprises not to exceed \$407,118.30 over a five-year period. The motion failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Thorpe

10. FOOD DESERTS AND EQUITABLE FOOD ACCESS FOR YOUTH AND FAMILIES THROUGH COMMUNITY GARDENS/FARMING, FARMERS MARKET, WORKSHOPS, PRESENTATIONS AND PROGRAMMING

Councilmember Torres-Walker requested this item be postponed to a later date.

Mayor Thorpe stated that he believed some of these items were being worked on by Youth Services Network Manager Johnson and when brought back it could include updates on her research.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson, the City Council unanimously postponed this item to a future date.

11. YOUTH DEVELOPMENT – CODING SKILLS AS A POTENTIAL TRAINING AREA

Mayor Thorpe reported Youth Services Network Manager Johnson was working on this item and the Parks and Recreation Commission wanted to know if Council was in support. He explained that this item was related to computer skills and programming. He reported the school district had a contract with a local coder who provided afterschool programming; however, the program was significantly reduced.

Councilmember Ogorchock suggested this item be referred to the City/School Standing Committee.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously referred discussion of coding skills as a potential training area to the City/School Standing Committee.

12. YOUTH DEVELOPMENT – EXPLORATION OF ADAPTIVE PROGRAMMING POLICY FOR THE PARKS AND RECREATION DEPARTMENT, INCLUDING AN ANNUAL ALL ABILITIES DAY

Mayor Thorpe explained that this was a discussion item requested by the Chairperson of the Parks and Recreation Commission.

Councilmember Ogorchock requested this item be referred to the Parks and Recreation Commission.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously referred discussion of exploration of adaptive programming policy for the Parks and Recreation Department, including an annual all abilities day, to the Parks and Recreation Department and Commission.

13. YOUTH DEVELOPMENT – ESTABLISHMENT OF A YOUTH COMMISSION

Councilmember Wilson reported Council started the Antioch Council of Teens (ACT) with the intent to evolve that group into a Youth Commission. She noted Youth Services Network Manager Johnson was working with ACT to bring them to that action. She recommended the discussion on the establishment of a Youth Commission be referred to Youth Services Network Manager Johnson and Parks and Recreation Commission.

A motion was made by Councilmember Wilson to refer the establishment of a Youth Commission to Youth Services Network Manager Johnson and the Parks and Recreation Commission.

Councilmember Ogorchock requested this item go back to the City/School Standing Committee.

Mayor Thorpe commented that he believed the City and School District should be involved in the discussion.

Councilmember Wilson withdrew her previous motion.

Councilmember Torres-Walker, speaking to the following motion, stated she believed discussion of this item should be done internally to the City.

Mayor Thorpe clarified the intent in the motion was discuss and get feedback for the City Council.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council referred discussion of the establishment of a Youth Commission to the City/School Standing Committee, Parks and Recreation Commission and Youth Services Network Manager Johnson. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Noes: Torres-Walker

14. YOUTH DEVELOPMENT – FORMATION OF A COMMUNITY VIOLENCE SOLUTIONS AD HOC COMMITTEE

Councilmember Torres-Walker stated she had brought this item forward because public safety included how to intervene to prevent violence and harm in the community and how to address recovery after a harm had occurred. She stated having this committee of stakeholders would give the City the opportunity to develop a plan with a scope that is larger than policing and would allow the City to open themselves up to partnerships that could increase efforts for public safety in the City.

Mayor Thorpe added that they had started the work in engaging with community partners and noted various community members had expressed interest in participating.

The following public comments were read into the record by Administrative Services Director Mastay.

Catherine Jones, Michelle Sinnott, Alamo resident, Lisa Dell'Anno, Concord resident, Carly Magnus, Lafayette resident, Nichole Hsu, Danville resident, Joan Kazerounain, Alamo resident, Shannon Reif, Pacheco resident, Erin Roeder, Walnut Creek resident, Alex Navarro, Concord resident, Judy Haber, Brentwood resident, Vivien Patridge, Danville resident and Trisha O'Conner, Brentwood resident, provided written comment in support of Council establishing a Community Violence Solutions Ad Hoc Committee.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Frank Sterling and Patricia Granados spoke in support of Council establishing a Community Violence Solutions Ad Hoc Committee.

RESOLUTION NO. 2021/104

On motion by Councilmember Torres-Walker, seconded by Councilmember Barbanica, the City Council unanimously adopted the resolution to form the Community Violence Solutions Ad Hoc Committee consisting of Councilmember Torres-Walker and Mayor Thorpe for a duration of six (6) months.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested staff agendize a discussion on the redistricting process, an urgency ordinance for fireworks for the next City Council meeting and a discussion of the Sesquicentennial and Founders Day events.

Councilmember Torres-Walker requested staff agendize recognition of the senior students who were graduating.

Mayor Thorpe responded that he would be working with City Manager Bernal on recognizing seniors.

Councilmember Barbanica stated he supported a fireworks ordinance for the next City Council meeting. Additionally, he requested an update on 2020/21 crime statistics from Chief Brooks.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adjourned the meeting at 9:23 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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

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

**June 22, 2021
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received by 3:00 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

5:45 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: City of Long Beach, et al. vs. Monsanto Company et al., United States District Court – Central District of California – Western Division, Case No. 2:16-cv-03493-FMO-AS.
- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Greg Banks v. the City of Antioch, United States District Court for the Northern District of California, Case No. 4:18-cv-07391-HSG.
- 3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Oakhill Park Company, vs. the City of Antioch, Contra Costa County Superior Court, Case No. N21-0048.

Mayor Thorpe called the meeting to order at 7:00 P.M., and City Clerk Householder called the roll.

Present: Council/Agency/Authority Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Councilmember Ogorchock led the Pledge of Allegiance.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action; and, **#3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action.

1. PROCLAMATIONS

Parks Make Life Better Month, July 2021
Commemorating Juneteenth as an Annual Celebration of Black Economic Liberation
Relay for Life of the Delta Day – “Paint the Town Purple”, June 26, 2021

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the Council unanimously approved the Proclamations.

Director of Parks and Recreation Helfenberger and Chairperson Arce representing the Park and Recreation Commission accepted the *Parks Make Life Better Month* proclamation and thanked the City Council for the recognition.

Claryssa Wilson accepted the *Commemorating Juneteenth as an Annual Celebration of Black Economic Liberation* proclamation and thanked the City Council for the recognition.

Mayor Thorpe stated he appreciated Ms. Wilson’s efforts to organize the Juneteenth event.

Tina Hannon accepted the *Relay for Life of the Delta Day – “Paint the Town Purple”* proclamation and thanked the City Council for the recognition. She invited everyone to attend the Relay For Life event on June 26, 2021.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Commission opening:

- Economic Development Commission: One (1) vacancy; deadline date is June 25, 2021

She reported the City would be posting for a vacancy on the Police Crime Prevention Commission and applications would be available online at the City’s website and at bit.ly/ApplyAntioch.

PUBLIC COMMENTS

The following public comments were read into the record by City Clerk Householder.

Elizabeth Easterday and Raul Vasquez representing ACCE provided written comment in support of tenant protections for Antioch residents.

Christian Cesneros, provided written comment expressing concern regarding a recent hire for the Antioch Police Department.

Durell provided written comment requesting a report out on Angelo Quinto's case.

Holly Mace provided written comment requesting a report out on Angelo Quinto's case and in support of the City Council banning knee to neck restraints as well as other restraints that could cause asphyxia.

Paul Thorton, Antioch resident, provided written comment regarding unsafe driving maneuvers occurring near his residence and requested the City increase patrols in the area.

Habib provided written comment regarding issues related to loitering near his house and requested the City assist in addressing these matters.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Lacey Brown requested a report out on Angelo Quinto's case. She expressed concern regarding a recent hire for the Antioch Police Department and asked for the removal of an officer from the Community Engagement Team. She invited everyone to attend a rally hosted by the Quinto family on June 23, 2021.

Frank Sterling requested a report out on Angelo Quinto's case and discussed his interactions with the Antioch Police Department. He encouraged the Antioch Police Department to have compassion with the homeless and expressed concern regarding the recent hiring of an officer.

Shagoofa Khan expressed concern regarding the recent hiring of an officer for the Antioch Police Department. She spoke in support of the Quinto family and encouraged everyone to attend their event on June 23, 2021.

Diana Collins Puente, Robert Collins and Cassandra Collins requested a report out on Angelo Quinto's case. They invited Council, staff, and the community to attend a gathering at the Antioch Police Department on June 23, 2021. They requested Council vote to ban restraints that cause positional asphyxia and support AB 490.

The following public comment was read into the record by City Clerk Householder.

Francisco Torres representing ACCE provided written comment in support of tenant protections for Antioch residents.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Patricia Granados expressed concern regarding the recent hiring of an officer for the Antioch Police Department and discussions that occurred online that she believed to be harassment. She requested the City investigate the Antioch Unified School District Superintendent's use of funds. She also suggested firing police with abusive history and Chief Brooks. She recognized individuals who were involved in incidents with the Antioch Police Department.

Jessica Tully and Bella Quinto Collins requested a report out on Angelo Quinto's case. They requested Council vote to ban restraints that cause positional asphyxia and support AB 490. They invited Council, staff, and the community to attend a gathering at the Antioch Police Department on June 23, 2021.

Andrew Becker expressed concern regarding the lack of emergency shelter housing in Antioch and requested the City Council contact service organizations and assist in resolving this issue.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmembers Torres-Walker and Barbanica reported on their attendance at the CDBG Standing Committee meeting.

Councilmember Wilson reported on her attendance at the Delta Diablo meeting and announced Tri Delta Transit would be meeting on June 23, 2021.

MAYOR'S COMMENTS

Mayor Thorpe reported on his attendance at CCTA, TRANSPLAN and Highway 4 Bypass Authority meetings.

3. PRESENTATION

Director of Economic Development Reed introduced Roger Dale, The Natelson Dale Group, Inc. and Ed Del Beccaro, TRI Commercial who presented a PowerPoint presentation of City of Antioch Economic Development Strategic Plans – Status Briefing to City Council.

Mayor Thorpe thanked Mr. Dale and Mr. Del Beccaro for the presentation.

4. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority

A. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 18, 2021

B. APPROVAL OF COUNCIL MINUTES FOR MAY 25, 2021

- C. APPROVAL OF COUNCIL MINUTES FOR JUNE 8, 2021
- D. APPROVAL OF COUNCIL WARRANTS
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. REJECTION OF CLAIMS: CODY PRIES, MELLISSA LANDRETH, JAIME TELLEZ, JASON ALLARD
- G. RESOLUTION NO. 2021/105 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE CITY HALL COUNCIL CHAMBERS REMODEL (AUDIO-VIDEO COMMUNICATIONS) (P.W. 247-P1)
- H. RESOLUTION NO. 2021/106 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS (P.W. 246-29)
- I. RESOLUTION NO. 2021/107 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BAY ALARM COMPANY FOR ACCESS CONTROL AND VIDEO MONITORING
- J. RESOLUTION NO. 2021/108 PROJECT LIST FOR FISCAL YEAR 2021/22 ROAD MAINTENANCE AND REHABILITATION ACCOUNT ("RMRA")
- K. RESOLUTION NO. 2021/109 CONSIDERATION OF BIDS FOR VARIOUS ASPHALT REPAIRS – SERVICE CUTS BID NO. 968-0526-21A AWARD
- L. RESOLUTION NO. 2021/110 PROPOSED AMENDMENT TO FIRST AMENDED AND RESTATED LEASE AGREEMENT WITH MESA ANTIOCH LLC (BILLBOARD LEASE)
- M. RESOLUTION NO. 2021/111 RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED CONVEYING PROPERTY (ASSESSOR'S PARCEL NUMBER: 071-334-015) TO THE CITY OF ANTIOCH

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

PUBLIC HEARING

- 5. RESOLUTION ACCEPTING AND ADOPTING THE PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2021-2026 (P.W. 150-21)

City Manager Bernal introduced Public Hearing Item #5.

Director of Public Works/City Engineer Samuelson recognized staff who assisted in the creation of the CIP and introduced Project Manager Buenting who presented the staff report dated June 22, 2021 recommending the City Council adopt the resolution to: 1) Approve the City's Five-Year Capital Improvement Program ("CIP") 2021-2026; and 2) Authorize the City Manager or his designee to carry over and re-appropriate all remaining Fiscal Year 2021 CIP Budgets to the Fiscal Year 2022 Operating Budget.

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

Councilmember Ogorchock requested in the future, the field replacement at James Donlon be added to the CIP. She thanked staff for the CIP presentation.

RESOLUTION NO. 2021/112

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution: 1) Approving the City's Five-Year Capital Improvement Program ("CIP") 2021-2026; and 2) Authorizing the City Manager or his designee to carry over and re-appropriate all remaining Fiscal Year 2021 CIP Budgets to the Fiscal Year 2022 Operating Budget.

6. RADIX GROWTH CANNABIS FACILITY (UP-20-10, V-20-02, AR-20-12)

Associate Planner Scudero presented the staff report dated June 22, 2021 recommending the City Council adopt the resolution approving a Use Permit, Variance and Design Review application (UP-20-10, V-20-02, AR-20-16) for a cannabis facility with indoor cultivation, distribution, non-volatile manufacturing, and retail dispensary with delivery.

Mayor Thorpe opened the public hearing.

Sufyan Hamouda, Compliance Consultant for Radix Growth, thanked staff for working with them on their application and the City Council for reviewing the project. He stated the project would benefit the Antioch community and they hoped the recommendations put forth by the Planning Department were accepted. He noted they were available to answer any questions this evening.

Mayor Thorpe closed the public hearing.

In response to Councilmember Ogorchock, Hans Benson, President of Radix Growth, stated they had properly noticed neighboring businesses.

Councilmember Ogorchock requested balusters be placed in front of the building and stated she would support Design Review for the project coming back to the City Council for approval. She expressed concern the AMCAL property was within the 600-foot buffer area.

Associate Planner Scudero explained when guidelines were adopted, they specified that the separation should be measured from the business; however, they were informed that because state separation requirements differed, they would not be able to measure from the business to the property line which was why the variance was proposed.

Councilmember Ogorchock stated she supported the project; however, she was concerned that Council would be dismissing the City's 600-foot setback requirement.

In response to Councilmember Barbanica, Captain Morefield explained that with respect to the property line, it was a large parking lot, and the business was setback therefore they had no concerns regarding the variance.

In response to Councilmember Ogorchock, Mr. Hamouda discussed their security operations, employee access and delivery plans.

In response to Mayor Thorpe, Mr. Benson confirmed he would be the Chief of Operations and provided a brief background of his experience in the cannabis industry. He stated he intended to work closely with the City in developing an equity program to benefit Antioch and noted that they wanted to help build the community.

RESOLUTION NO. 2021/113

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council adopted the resolution approving a Use Permit, Variance and Design Review application (UP-20-10, V-20-02, AR-20-16) for a cannabis facility with indoor cultivation, distribution, non-volatile manufacturing, and retail dispensary with delivery.

7. INTRODUCTION OF ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE TO AUTHORIZE SERVICE OF YOUTH MEMBERS ON CITY ADVISORY BOARDS AND COMMISSIONS

City Attorney Smith presented the staff report dated June 22, 2021 recommending the City Council waive the first reading and introduce by title only, an ordinance amending the Municipal Code to authorize the appointment of youth members, 14 to 17 years of age, to City Advisory Boards and/or Commissions.

Mayor Thorpe opened the public hearing.

The following public comments were read into the record by City Clerk Householder.

Giovanni Terrones, Antioch resident, provided written comment in support of Council amending the ordinance to allow youth members on City Advisory Boards and Commissions.

David Redford provided written comment recommending the addition of a limiting factor of no more than one active youth participant on any particular Board or Commission.

Mayor Thorpe closed the public hearing.

Councilmember Barbanica requested that the ordinance stipulate that each Board and Commission was limited to one youth member's participation.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council waived the first reading and introduced by title only, an ordinance amending the Municipal Code to authorize the appointment of youth members, 14 to 17 years of age, to City Advisory Boards and/or Commissions. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Wilson, Thorpe

Noes: Barbanica

COUNCIL REGULAR/ CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS SUCCESSOR AGENCY/ HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY/ ANTIOCH PUBLIC FINANCING AUTHORITY AGENDA

8. RESOLUTION APPROVING AND ADOPTING A TWO-YEAR OPERATING BUDGET FOR THE FISCAL YEARS 2021-23

City Manager Bernal introduced Regular Agenda Item #8 and recognized the City Council and staff for their work in developing the budget.

Finance Director Merchant presented the staff report dated June 22, 2021 recommending the City Council adopt a resolution approving and adopting a two-year Operating Budget for Fiscal Years 2021-23, appropriating the funds necessary to meet the expenditures set forth therein, and revising the Fiscal Year 2020-21 Budget.

Councilmember Torres-Walker thanked staff for their hard work and the City Council for going through the budget process. She reported that her meetings with the various department heads had been very informative in her consideration of the budget.

A motion was made by Councilmember Torres-Walker, seconded by Councilmember Wilson to adopt a resolution approving and adopting a two-year Operating Budget for Fiscal Years 2021-23, appropriating the funds necessary to meet the expenditures set forth therein, and revising the Fiscal Year 2020-21 Budget.

Speaking to the motion, Councilmember Barbanica thanked everyone who participated in the budget process.

Councilmember Ogorchock thanked staff for their work in preparation of the budget. She expressed concern the budget included a Director for a department that had not been formed

and Code Enforcement positions were being funded without equipment while other departments were shorted support staff. She felt there was an over reliance on the Budget Stabilization Fund at a time when they had yet to address the transitional housing and mental health needs of the community. She concluded the budget before Council this evening for consideration was fiscally irresponsible.

Mayor Thorpe thanked staff and Council for their hard work in developing the budget before them this evening. He explained that it was a living document that could be adjusted moving forward and he felt it reflected Council's priorities and was fiscally responsible.

RESOLUTION NO. 2021/114

A vote taken on the previous motion to adopt the resolution passed. The motion carried the following vote:

Ayes: Torres-Walker, Barbanica, Wilson, Thorpe

Noes: Ogorchock

9. RESOLUTION OF THE CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY ADOPTING A TWO-YEAR OPERATING BUDGET FOR THE FISCAL YEARS 2021-23

Finance Director Merchant presented the staff report dated June 22,2021 recommending the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency adopt a resolution approving and adopting a two-year Operating Budget for Fiscal Years 2021-23 and revising the Fiscal Year 2020-21 Budget.

SA RESOLUTION NO. 2021/36

On motion by Agency Member Wilson, seconded by Agency Member Torres-Walker the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency unanimously adopted a resolution approving and adopting a two-year Operating Budget for Fiscal Years 2021-23 and revising the Fiscal Year 2020-21 Budget.

10. RESOLUTION OF THE ANTIOCH PUBLIC FINANCING AUTHORITY ADOPTING A TWO-YEAR OPERATING BUDGET FOR THE FISCAL YEARS 2021-23

Finance Director Merchant presented the staff report dated June 22,2021 recommending the Board of the Antioch Public Financing Authority adopt a resolution approving and adopting a two-year Operating Budget for Fiscal Years 2021-23 and revising the Fiscal Year 2021-23 Budget.

RESOLUTION NO. 2021/115

On motion by Authority Member Torres-Walker, seconded by Authority Member Wilson the Board of the Antioch Public Financing Authority unanimously adopted a resolution approving and adopting a two-year Operating Budget for Fiscal Years 2021-23 and revising the Fiscal Year 2021-23 Budget.

11. AGREEMENT WITH TERRACARE ASSOCIATES FOR LANDSCAPE MAINTENANCE SERVICES - PROPOSAL NO. 988-0520-21A

Director of Public Works/City Engineer Samuelson presented the staff report dated June 22, 2021 recommending the City Council adopt a resolution: 1) Awarding the Maintenance Services Agreement ("Agreement") for Landscape Maintenance Services throughout the City's rights-of-ways and medians, to Terracare Associates; 2) Approving the Agreement with Terracare Associates for the period July 1, 2021 through June 30, 2024 will cost \$3,628,338, and with the option to extend an additional two fiscal years, \$2,418,892, for a total contract amount not to exceed \$6,047,230 over the five (5) year period; and 3) Authorizing the City Manager to execute the Agreement.

RESOLUTION NO. 2021/116

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted a resolution: 1) Awarding the Maintenance Services Agreement ("Agreement") for Landscape Maintenance Services throughout the City's rights-of-ways and medians, to Terracare Associates; 2) Approving the Agreement with Terracare Associates for the period July 1, 2021 through June 30, 2024 will cost \$3,628,338, and with the option to extend an additional two fiscal years, \$2,418,892, for a total contract amount not to exceed \$6,047,230 over the five (5) year period; and 3) Authorizing the City Manager to execute the Agreement.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced the Boys and Girls Club offered free pop-up summer camps from 9:00 A.M. – 11:00 A.M. beginning June 25, 2021 running through July at Contra Loma Estates and Chichibu Parks. He reported the Celebrate Antioch Foundation was hosting the Independence Day events on July 4, 2021. He announced staff was working to open City facilities on July 6, 2021 and Council Chambers would be opening in the near future for meetings. He stated that due to summer break, this would be the last City Council meeting until July 27, 2021.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested Council Chambers be opened for the July 27, 2021, City Council meeting.

Mayor Thorpe responded that the restrooms had not been completed and opening of Council Chambers would occur in the August/September timeframe.

Councilmember Ogorchock suggested the City reach out to the Delta Association of Realtors to be education partners with the City on rental issues. She wished everyone a great summer break.

Councilmember Torres-Walker thanked Council for the budget process experience and honored the indigenous people of Antioch. She requested anti-displacement dialog and consideration of banning any hold that may cause positional asphyxiation, come back to Council for consideration.

Mayor Thorpe commented that Council had done a lot of work in a short amount of time while keeping the conversation respectful. He thanked Council and staff for their participation and their efforts to facilitate the process. He wished everyone a great summer break.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 9:40 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



CLAIMS BY FUND REPORT
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100 General Fund
Non Departmental

00002561	BBP INC	BOND REFUND	2,500.00
00002562	LIFESTYLE FIBERGLASS POOLS	BOND REFUND	500.00
00002563	DIVERSE SCAPE POOLS AND SPA	BOND REFUND	500.00
00394726	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00394751	LIFE INSURANCE CO OF N AMERICA	PAYROLL DEDUCTIONS	3,969.52
00394756	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,053.20
00394757	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,489.33
00394765	PARS	PAYROLL DEDUCTIONS	3,949.39
00394771	R PLEASURE PRINTING	CHECK REPLACEMENT	37.50
00394776	EMPLOYEE	CHECK REPLACEMENT	310.30
00394779	RETIREE	RETURN OF FUNDS	400.00
00394783	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	398.93
00394784	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00394785	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00394786	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00394799	AMERICAN ASPHALT	DEPOSIT REFUND	7,450.00
00394917	AFLAC	PAYROLL DEDUCTIONS	5,411.66
00394926	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00394947	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	80.00
00394962	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	547.99
00394970	LIFE INSURANCE CO OF N AMERICA	PAYROLL DEDUCTIONS	3,970.52
00394976	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,045.91
00394977	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	1,821.10
00394982	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,894.00
00394984	PARS	PAYROLL DEDUCTIONS	4,841.87
00394986	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00395001	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	398.93
00395002	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00395003	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00395022	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,409.47
00395025	DELTA DENTAL	INSURANCE PREMIUM	42,213.88
00395072	FORD, MICHAEL AND GINA	STATE FEE REFUND	4.00
00395085	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	2,255.00
00395099	NORTHERN CREEK LLC	STATE FEE REFUND	4.00
00395128	MARTINEZ, RICARDO	BOND REFUND	500.00
00395192	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	12,976.00
00395210	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00395212	LIFE INSURANCE CO OF N AMERICA	PAYROLL DEDUCTIONS	4,001.14
00395213	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,045.84
00395214	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3.00
00395215	PARS	PAYROLL DEDUCTIONS	9,541.23
00395216	RETIREE	RETURN OF FUNDS	400.00
00395217	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	396.39
00395218	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00395219	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00395220	DIVISION OF STATE ARCHITECT	SB1186 FEE REMITTANCE	1,108.00



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00939938	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,613.96
00939941	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	8,411.45
00939942	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	34,952.39
00940128	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	880.00
00940129	APOA	PAYROLL DEDUCTIONS	21,899.39
00940130	APWEA	PAYROLL DEDUCTIONS	4,249.14
00940137	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,582.31
00940143	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	8,299.08
00940144	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	27,745.41
00940177	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	803.44
00940180	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	50,744.81
00940181	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	8,317.93
00940182	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	28,120.92
City Council			
00394879	VERIZON WIRELESS	DATA SERVICES	93.03
00395209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	878.96
City Attorney			
00394713	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	529.90
00394750	LEXISNEXIS	PROFESSIONAL SERVICES	222.00
00394754	MEYERS NAVE A PROFESSIONAL CO	LEGAL SERVICES RENDERED	1,171.38
00394790	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	385.50
00394879	VERIZON WIRELESS	DATA SERVICES	51.76
00395046	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	10,697.04
00395052	COLE HUBER LLP	LEGAL SERVICES RENDERED	88.00
00395064	DOWNEY BRAND ATTORNEYS LLP	LEGAL SERVICES RENDERED	252.00
00395069	EIDEN, KITTY J	LEGAL SERVICES RENDERED	125.00
00395076	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	13,725.00
00395082	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	6,867.38
00395085	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	10,725.00
00395092	MEYERS NAVE A PROFESSIONAL CO	LEGAL SERVICES RENDERED	32,608.86
00395103	OPPENHEIMER INVESTIGATIONS	LEGAL SERVICES RENDERED	5,340.00
00395112	SACKS RICKETTS AND CASE LLP	LEGAL SERVICES RENDERED	2,597.50
00395115	SHRED IT INC	SHRED SERVICES	89.17
00395121	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	796.70
00395191	SHRED IT INC	SHRED SERVICES	87.94
00940153	CANON FINANCIAL SERVICES	COPIER LEASE	132.42
City Manager			
00394836	DUALHARE INC	CONSULTANT SERVICES	2,650.00
00394879	VERIZON WIRELESS	DATA SERVICES	124.20
00395094	MOORE, ROSANNA BAYON	EXPENSE REIMBURSEMENT	93.22
00395138	ANTIOCH EXECUTIVE INN	MOTEL VOUCHER PROGRAM	2,470.00
00395179	LAUNDERLAND	HOMELESS SERVICES	272.00
00395209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,580.02
00395211	COSTCO	VARIOUS BUSINESS EXPENSES	179.88
00940153	CANON FINANCIAL SERVICES	COPIER LEASE	132.41
00940158	EVVIVA BRANDS LLC	CITY REPORT	5,000.00
City Clerk			
00394950	EIDEN, KITTY J	MINUTES CLERK	1,832.50



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00395026	ECS IMAGING INC	SOFTWARE CONFIGURATION	9,000.00
00395115	SHRED IT INC	SHRED SERVICES	44.59
00395191	SHRED IT INC	SHRED SERVICES	43.98
00395205	WESTAMERICA BANK	COPIER LEASE	267.05
City Treasurer			
00394738	GARDA CL WEST INC	ARMORED CAR PICKUP	164.34
00940167	PFM ASSET MGMT LLC	ADVISORY SERVICES	9,782.99
Human Resources			
00394742	IEDA INC	MEMBER DUES	5,056.33
00394795	WILLIAMS, REGINA L	EDUCATION REIMBURSEMENT	387.50
00394812	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,652.28
00394852	KOFF AND ASSOCIATES INC	PROFESSIONAL SERVICES	5,925.00
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	95.55
00395115	SHRED IT INC	SHRED SERVICES	89.17
00395164	FEDEX	SHIPPING	40.88
00395191	SHRED IT INC	SHRED SERVICES	87.94
00395205	WESTAMERICA BANK	COPIER LEASE	267.05
Economic Development			
00394722	CARACOL-HUFF CMT, JULIE	BUSINESS LICENSE REBATE	100.00
00394733	DUALHARE INC	CONSULTING SERVICES	2,000.00
00394739	GARRET B LOUIE OD	BUSINESS LICENSE REBATE	100.00
00394749	LAMB AND MORRICE A DENTAL CO	BUSINESS LICENSE REBATE	100.00
00394755	MICHAEL W OTTATI OD INC	BUSINESS LICENSE REBATE	100.00
00394763	OG CHARTER AND TOURS LLC	BUSINESS LICENSE REBATE	100.00
00394764	ONG DDS, DAVID	BUSINESS LICENSE REBATE	100.00
00394766	PHILLIP NAILS	BUSINESS LICENSE REBATE	100.00
00394768	POLLARD, STEPHEN A	BUSINESS LICENSE REBATE	100.00
00394770	PUCCINELLI OPTOMETRY	BUSINESS LICENSE REBATE	100.00
00394777	SIERRA INSTALLATIONS INC	BANNER INSTALLATION	12,615.00
00394780	SMITH, ALLISON B	BUSINESS LICENSE REBATE	100.00
00394794	WHITCOMB INSURANCE AGENCY LLC	BUSINESS LICENSE REBATE	100.00
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,450.73
00394836	DUALHARE INC	CONSULTING SERVICES	34,375.00
00394842	FINIROSE STORE INC	BUSINESS LICENSE REBATE	100.00
00394871	SUNPOINT PUBLIC ADJUSTERS INC	BUSINESS LICENSE REBATE	100.00
00395209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	687.62
00395221	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	105.00
00940133	EVVIVA BRANDS LLC	RIVERTOWN DINING DISTRICT	32,330.70
00940153	CANON FINANCIAL SERVICES	COPIER LEASE	132.41
Finance Administration			
00394719	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	490.00
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	389.13
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	356.52
00395205	WESTAMERICA BANK	COPIER LEASE	337.82
00395229	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	223.50
Finance Accounting			
00395115	SHRED IT INC	SHRED SERVICES	44.59
00395191	SHRED IT INC	SHRED SERVICES	43.98



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00940141	SUPERION LLC	PROFESSIONAL SERVICES	2,125.00
00940169	SUPERION LLC	ASP SERVICE	18,826.79
Finance Operations			
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	36.76
00394988	QUADIENT LEASING USA INC	POSTAGE METER LEASE	1,029.08
00395200	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
Non Departmental			
00394712	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	121.82
00394719	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	190.80
00394863	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - AR	581.25
00394921	ALLSTEEL INC	OFFICE FURNITURE	4,920.64
00395014	WAGEWORKS	ADMIN FEE	320.00
00395038	ALLIANT INSURANCE SERVICES	INSURANCE RENEWAL	106,347.50
00395072	FORD, MICHAEL AND GINA	LANDLORD TAX REFUND	250.00
00395096	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	23,004.50
00395099	NORTHERN CREEK LLC	APPLICATION FEE REFUND	275.00
00395107	RANJIT KAUR AND RAJINDER JOHAL	OVERPAYMENT REFUND	300.00
00395183	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	180.50
00940026	RETIREE	MEDICAL AFTER RETIREMENT	1,842.77
Public Works Administration			
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	319.51
00394879	VERIZON WIRELESS	DATA SERVICES	38.01
00395205	WESTAMERICA BANK	COPIER LEASE	294.91
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	110.00
Public Works Street Maintenance			
00394706	ANTIOCH ACE HARDWARE	SUPPLIES	32.89
00394707	ANTIOCH BUILDING MATERIALS	ASPHALT	21,338.61
00394743	INTERSTATE SALES	PARTS	1,295.05
00394758	NEXTEL SPRINT	CELL PHONES	41.12
00394769	PRINT CLUB	NO PARKING SIGNS	307.30
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	838.00
00394839	EAST BAY WORK WEAR	UNIFORMS	196.99
00394879	VERIZON WIRELESS	DATA SERVICES	93.10
00394925	ANTIOCH BUILDING MATERIALS	ASPHALT	935.46
00394935	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	2,000.00
00394963	INTERSTATE SALES	PARTS	239.26
00395019	AMERICAN ASPHALT	SEAL COAT	46,428.00
00395023	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	730.00
00395090	LOWES COMPANIES INC	SUPPLIES	402.80
00395156	DISPENSING TECHNOLOGY CORP	EQUIPMENT	1,326.09
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	655.13
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00939952	RSM DESIGN	PROFESSIONAL SERVICES	7,450.00
00940172	BIG SKY ENVIRONMENTAL SOLUTIONS	OIL WASTE	220.00
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Works-Signal/Street Lights			
00394944	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	57,232.06
00395145	AT AND T MOBILITY	CONNECTION SERVICES	46.23



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00395185	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,576.62
00939936	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	523.24
00940148	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,011.15
Public Works-Facilities Maintenance			
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	850.60
00394815	BIG SKY LOGOS AND EMBROIDERY	CITY APPAREL	210.67
00394828	CONTRA COSTA HEALTH SERVICES	HAZMAT OPERATING PERMIT	2,613.00
00394829	CONTRA COSTA HEALTH SERVICES	HAZMAT OPERATING PERMIT	1,040.00
00394835	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	3,211.25
00394839	EAST BAY WORK WEAR	UNIFORMS	335.49
00394845	HANSON AND FITCH TEMPORARY SITE	RESTROOM RENTAL	815.95
00394867	REAL PROTECTION INC	PROFESSIONAL SERVICES	1,553.98
00395078	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	17,093.54
00395090	LOWES COMPANIES INC	SUPPLIES	280.59
00395158	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00395185	PACIFIC GAS AND ELECTRIC CO	GAS	104.68
00395198	ULINE	MAINTENANCE SERVICES	68.88
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	560.24
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,307.50
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,307.50
Public Works-Parks Maint			
00394704	ALTA FENCE	PROFESSIONAL SERVICES	1,059.00
00394791	TERRACARE ASSOCIATES	PARK MAINTENANCE	87,566.08
00394923	AMERICAN PLUMBING INC	PLUMBING SERVICES	480.00
00394945	CCC TAX COLLECTOR	REDEMPTION TAX BILL	1,292.08
00394972	MIRACLE PLAYSYSTEMS INC	GRAFFITI REMOVAL	995.00
00395018	ALTA FENCE	REPAIR SERVICES	8,804.00
00395037	WATERSAVERS IRRIGATION	SUPPLIES	3,646.05
00395067	EAST BAY WORK WEAR	SAFETY SHOES - DELGADO	300.00
00395074	GATES AND ASSOCIATES INC	LANDSCAPE SERVICES	997.50
00395090	LOWES COMPANIES INC	SUPPLIES	112.92
00395111	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	523.60
00395131	ALTA FENCE	BOLLARD REPLACEMENTS	1,448.00
00395135	AMERICAN PLUMBING INC	PLUMBING SERVICE	310.00
00395185	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	209.39
00395187	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	654.60
00395189	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	465.00
00395204	WATERSAVERS IRRIGATION	SUPPLIES	42.47
00940148	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	576.35
00940150	SITEONE LANDSCAPE SUPPLY HOLD	MAINTENANCE SERVICES	5,225.02
Public Works-Median/General Land			
00394700	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	6,912.00
00394701	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	14,347.20
00394704	ALTA FENCE	PROFESSIONAL SERVICES	1,060.00
00394710	AT AND T MCI	CONNECTION SERVICES	90.95
00394721	BOETHING TREELAND FARMS	PLANTS	2,450.61
00394778	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,825.92
00394788	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	6,300.00



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00394919	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	11,904.00
00394920	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	27,977.04
00394996	SILVA LANDSCAPE	LANDSCAPE SERVICES	8,608.32
00395004	STEWARTS TREE SERVICE INC	TREE REMOVAL	3,000.00
00395017	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	16,738.40
00395033	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
00395080	HYDROPOINT DATA SYSTEMS INC	EQUIPMENT	470.00
00395126	WATERSAVERS IRRIGATION	IRRIGATION SUPPLIES	26,403.43
00395144	AT AND T MCI	CONNECTION SERVICES	191.89
00395185	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	63.12
00940134	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	193.59
00940150	SITEONE LANDSCAPE SUPPLY HOLD	PROFESSIONAL SERVICES	1,204.43
PW-Work Alternative-Strt Maint			
00394758	NEXTEL SPRINT	CELL PHONES	15.93
Police Administration			
00394715	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,587.02
00394716	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,675.83
00394717	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,981.30
00394718	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,148.37
00394720	BHALLA SERVICES INC	CAR WASHES	1,661.00
00394723	CARPENTER, RYAN C.	TRAINING PER DIEM	152.00
00394728	COPWARE INC	SOFTWARE RENEWAL	1,765.00
00394729	CSI FORENSIC SUPPLY	EQUIPMENT	246.39
00394734	EWART, JACOB R	TRAINING PER DIEM	152.00
00394735	FEDEX	SHIPPING	13.93
00394737	GALLS LLC	VESTS	10,810.17
00394745	JEONG, JISEOK	FUEL REIMBURSEMENT	126.21
00394759	OCCUPATIONAL HEALTH CENTERS CA	PRE-EMPLOYMENT EXAMS	1,261.50
00394760	OCCUPATIONAL HEALTH CENTERS CA	PRE-EMPLOYMENT EXAMS	1,897.50
00394767	POLICE STRATEGIES LLC	CONSULTING SERVICES	30,000.00
00394775	SAVAGE TRAINING GROUP LLC	TRAINING - R NIEVES	715.00
00394781	SORENSEN FORENSICS	SART KITS	51,736.00
00394782	STATE OF CALIFORNIA	FINGERPRINTING FEES	390.00
00394808	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	58.50
00394830	CORDICO PSYCHOLOGICAL CORP	PROFESSIONAL SERVICES	400.00
00394832	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	6,382.73
00394836	DUALHARE INC	CONSULTANT SERVICES	1,650.00
00394840	EIDEN, KITTY J	MINUTES CLERK	270.00
00394843	GALLS LLC	SUPPLIES	43.90
00394856	LRIS LLC	TRAINING - SMITH	1,590.00
00394860	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	112.79
00394864	PACIFIC INSTITUE DEFENSIVE TACT	TRAINING - E NILSEN	600.00
00394869	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	56.02
00394870	SSDTTF	TRAINING - T SMITH	470.00
00394914	ADAMSON POLICE PRODUCTS	UNIFORMS	120.71
00394928	AXON ENTERPRISE INC	BODY CAMERA EQUIPMENT	337,673.10
00394932	BLEDSON, LOREN M	REGISTRATION REIMBURSEMENT	349.00
00394939	CLASSY GLASS TINTING	WINDOW TINT	300.00



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00394942	CONTRA COSTA COUNTY	SWAT TRAINING	2,590.00
00394957	GALLS LLC	EQUIPMENT	2,168.44
00394969	LEXISNEXIS	LEO DATA BASE	252.50
00394979	NILSEN, ERIK ROBERT	TRAINING PER DIEM	305.00
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	1,577.06
00394985	PITNEY BOWES INC	POSTAGE	177.22
00394989	RAMIREZ, JOHN ANTHONY	TRAINING PER DIEM	760.00
00394997	SMITH, THOMAS S	TRAINING PER DIEM	183.00
00394999	SPARTAN PRECISION RIFLES	SWAT SNIPER RIFLE	1,990.00
00395005	SUMMERS, MATHEW V	TRAINING PER DIEM	760.00
00395011	VANDERPOOL, JASON C	TRAINING PER DIEM	183.00
00395032	PSYCHOLOGICAL SERVICES GROUP	PROFESSIONAL SERVICES	625.00
00395039	AMERICAN TROPHIES AWARDS	AWARDS	301.96
00395044	AT AND T MOBILITY	CELL PHONES	4,733.51
00395051	CLONINGER, NAHLEEN R	MEAL REIMBURSEMENTS	32.00
00395055	CONTRA COSTA COUNTY	SWAT TRAINING	390.00
00395056	CONTRA COSTA FIRE EQUIPMENT	EQUIPMENT	240.59
00395081	INTERN ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL	1,225.00
00395083	KIRBY POLYGRAPH INVESTIGATIVE	PROFESSIONAL SERVICES	900.00
00395084	KNOX INVESTIGATIONS	BACKGROUND INVESTIGATION	1,751.47
00395086	LC ACTION POLICE SUPPLY	RIFLE PARTS	948.21
00395098	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	866.58
00395100	OCCUPATIONAL HEALTH CENTERS CA	PRE-EMPLOYMENT EXAM	1,383.00
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	563.02
00395140	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	2,340.00
00395152	CONTRA COSTA COUNTY	LAB FEES	1,700.00
00395154	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANERS	500.00
00395161	EIDEN, KITTY J	MINUTES CLERK	450.00
00395165	FERNANDES AUTO WRECKING TOWING	RV TOWING	1,500.00
00395180	LC ACTION POLICE SUPPLY	AMMUNITION	10,269.50
00395188	SAFESTORE INC	EVIDENCE STORAGE	5,436.66
00395195	TRANSUNION RISK ALTERNATIVE DATA	LEO DATABASE	225.10
00395222	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	779.17
00395223	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,815.82
00395224	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	684.96
00395225	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,472.99
00939951	MOBILE MINI LLC	EVIDENCE STORAGE	161.54
00940145	CANON FINANCIAL SERVICES	COPIER LEASE	957.77
00940153	CANON FINANCIAL SERVICES	COPIER LEASE	957.78
00940164	IMAGE SALES INC	ID CARDS	22.08
00940174	IMAGE SALES INC	ID CARDS	62.51
00940179	RAY MORGAN COMPANY	COPIER USAGE	3,761.36
Police Cadets			
00394717	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	21.92
00394954	FASTSIGNS	CADETS BUS WRAP	7,154.13
Police Prisoner Custody			
00395222	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	27.09



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Police Community Policing

00394715	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	611.04
00394732	D TAC K9 LLC	K9 TRAINING	1,850.00
00394848	HUNT AND SONS INC	FUEL	339.58
00394918	AIELLO, STEVEN J	FUEL REIMBURSEMENT	73.49
00395034	SP PLUS CORPORATION	PARKING ENFORCEMENT	21,000.00
00395155	D TAC K9 LLC	K9 TRAINING	1,850.00
00395174	HUNT AND SONS INC	FUEL	89.45
00395225	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	561.90
00939936	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	9,316.50
00939939	ODIN SYSTEMS INC	COMMUNITY CAMERAS	17,898.43

Police Investigations

00394711	AT AND T MCI	CELL ANALYSIS	950.00
00394717	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	237.26
00394789	T MOBILE USA INC	CELL ANALYSIS	1,250.00
00394798	ALHAMBRA	WATER SERVICES	194.72
00394809	AT AND T MCI	CELL ANALYSIS	850.00
00394825	COMCAST	CONNECTION SERVICES	150.15
00394872	T MOBILE USA INC	CELL ANALYSIS	780.00
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	464.50
00395091	MAGNETIC FORENSICS USA INC	CELL ANALYSIS	2,190.00
00395105	PIX4D INC	PROFESSIONAL SOFTWARE	4,990.00
00395222	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	791.88

Police Special Operations Unit

00395222	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,618.42
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Police Communications

00394699	AEROTEK INC	MAINTENANCE SERVICES	1,485.00
00394772	RADIO IP SOFTWARE INC	SOFTWARE RENEWAL	3,125.83
00394823	COMCAST	CONNECTION SERVICES	3,216.33
00394879	VERIZON WIRELESS	PATROL MODEMS	2,497.33
00394915	AEROTEK INC	MAINTENANCE SERVICES	1,282.50
00394916	AEROTEK INC	MAINTENANCE SERVICES	810.00
00395141	AT AND T	PHONES	121.48
00395150	COMCAST	CONNECTION SERVICES	134.30
00395151	CONTRA COSTA COUNTY	RADIO	1,012.50
00395168	GLOBALSTAR USA	SATELLITE PHONE	10.98
00395186	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00395225	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	127.91
00940152	AMERICAN TOWER CORPORATION	RADIO TOWER FEES	249.25
00940170	ALTURA COMMUNICATION SOLUTIONS	PHONE UPDATE	673.75
00940171	AMERICAN TOWER CORPORATION	TOWER FEES	249.25

Office Of Emergency Management

00394712	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	395.06
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Police Community Volunteers

00394954	FASTSIGNS	VIPS BUS WRAP	7,154.12
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	36.16

Police Facilities Maintenance

00394753	MEGGITT TRAINING SYSTEMS INC	RANGE MAINTENANCE	8,000.00
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00394774	ROGUE FITNESS	REPLACEMENT EQUIPMENT	3,990.11
00394847	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	4,930.36
00395029	M AND L OVERHEAD DOORS	REPAIR SERVICES	225.00
00395132	ALTA FENCE	REPAIR SERVICES	510.00
00395171	HANSON AND FITCH TEMPORARY SITE	RESTROOM RENTAL	815.95
00395189	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	595.00
00939931	CLUB CARE INC	GYM MAINTENANCE	225.00
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,680.00
00940146	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	803.37
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,680.00
P & R Administration			
00395048	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	708.00
00395063	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	400.00
Community Development Land Planning Services			
00394814	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00394840	EIDEN, KITTY J	MINUTES CLERK	337.00
00395068	ECONOMIC AND PLANNING SYSTEMS	CONSULTING SERVICES	4,968.75
00395106	PLACEWORKS INC	CONSULTING SERVICES	22,795.48
00395161	EIDEN, KITTY J	PROFESSIONAL SERVICES	487.50
CD Code Enforcement			
00394727	CCC CLERK RECORDER	RECORDING FEES	124.00
00394758	NEXTEL SPRINT	CELL PHONES	520.82
00394814	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	532.72
00394878	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00394973	MORGAN, RYAN WILLIAM	SAFETY SHOE REIMBURSEMENT	250.00
00395061	CRYSTAL CLEAR LOGOS INC	CITY APPAREL	297.17
00395117	STAMM ENTERPRISES, LTD	STORAGE	235.00
00395147	CACEO	WEBINAR - HARVEY	62.50
00395202	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00395207	WORK WORLD	UNIFORMS	293.74
PW Engineer Land Development			
00394744	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	70,560.00
00394758	NEXTEL SPRINT	CELL PHONES	294.20
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	792.00
00394819	CHC CONSULTING	INSPECTION FEE REFUND	1,390.00
00394822	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	24,412.50
00394879	VERIZON WIRELESS	DATA SERVICES	122.67
00395149	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	24,180.00
00940139	RAY MORGAN COMPANY	SUPPLIES	97.46
00940142	TESTING ENGINEERS INC	MATERIAL TESTING	2,616.00
00940179	RAY MORGAN COMPANY	COPIER USAGE	402.31
Community Development Building Inspection			
00394758	NEXTEL SPRINT	CELL PHONES	107.68
00394874	TRB AND ASSOCIATES	CONSULTING SERVICES	8,372.50
00395065	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	530.64
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	191.55
00395128	4LEAF INC	CONSULTING SERVICES	18,552.00
00395196	TRB AND ASSOCIATES	CONSULTING SERVICES	8,160.00



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Capital Imp. Administration

00394758	NEXTEL SPRINT	CELL PHONES	121.39
00394879	VERIZON WIRELESS	DATA SERVICES	38.01
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	101.49
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	17.88
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	8.77
00940168	RED WING SHOE STORE	SAFETY SHOES - S RODRIGUEZ	208.51

209 RMRA Fund

Non Departmental

Streets

00394873	TEICHERT CONSTRUCTION	PAVEMENT PLUGS PROJECT	992,234.35
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211 Delta Fair Property Fund

Parks & Open Space

00394992	RRM DESIGN GROUP	PROFESSIONAL SERVICES	1,632.50
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212 CDBG Fund

CDBG

00395049	CANCER SUPPORT COMMUNITY	CDBG SERVICES	2,522.24
00939944	COMPUTERLAND	SUPPLIES	67.26
00940161	HOUSE, TERI	CONSULTING SERVICES	59,287.50

CDBG NSP

00940161	HOUSE, TERI	CONSULTING SERVICES	127.50
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CDBG-CV

00940161	HOUSE, TERI	CONSULTING SERVICES	11,475.00
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213 Gas Tax Fund

Streets

00394868	RUBBERFORM RECYCLED PRODUCTS	TRAFFIC CALMING	2,646.90
00395122	TJKM TRANSPORTATION CONSULTANTS	DESIGN CONSULTING	539.45
00395185	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	824.64
00940146	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	7.73

214 Animal Services Fund

Animal Services

00394714	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,515.20
00394717	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	65.84
00394796	AIRGAS USA LLC	OXYGEN	65.27
00394834	DATAMARS PETLINK	MICROCHIPS	2,325.00
00394837	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,141.51
00394851	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00394859	MWI VETERINARY SUPPLY CO	SUPPLIES	1,315.94
00394880	VICTOR MEDICAL COMPANY	SUPPLIES	1,878.19
00394885	ZOETIS LLC	SUPPLIES	339.13
00394949	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	208.36
00394960	HILLS PET NUTRITION	SUPPLIES	415.02
00394968	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00394978	MWI VETERINARY SUPPLY CO	SUPPLIES	1,647.19
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	210.32
00394994	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	356.00
00395000	STARLINE SUPPLY COMPANY	SUPPLIES	1,099.47
00395006	TAIL WAG INN VETERINARY HOSPITAL	VETERINARY SERVICES	79.32



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00395007	TAYLOR HOUSEMAN	DRYER REPAIR	313.26
00395009	TONY LA RUSSA'S ANIMAL RESCUE	VETERINARY SERVICES	690.00
00395022	BLUE SHIELD LIFE	INSURANCE PREMIUM	25.76
00395050	CHAMELEON SOFTWARE PRODUCTS	SOFTWARE SUPPORT	1,360.90
00395054	CONCORD FEED	SUPPLIES	429.00
00395066	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	577.53
00395077	HILLS PET NUTRITION	SUPPLIES	318.32
00395097	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,583.63
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	95.92
00395118	STARLINE SUPPLY COMPANY	SUPPLIES	50.49
00395125	VICTOR MEDICAL COMPANY	CONSULTANT SERVICES	1,878.19
00395127	ZOETIS LLC	SUPPLIES	1,594.66
00395228	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,663.27
00939947	IDEXX LABORATORIES INC	LAB FEES	383.11
00940156	DELL COMPUTER CORP	EQUIPMENT	2,117.05
00940163	IDEXX LABORATORIES INC	LAB FEES	380.35
218	Senior Bus Fund		
Senior Bus			
00395197	TRI DELTA TRANSIT	CLIPPER CARDS MONTHLY PASS	2,850.00
219	Recreation Fund		
Non Departmental			
00394741	HUB INTERNATIONAL OF CA INSURANCE	EVENT INSURANCE	608.20
00395024	CITY OF ANTIOCH	FY22 START UP CASH	3,200.00
00395133	ALTERNATIVE FAMILY SERVICES INC	DEPOSIT REFUND	500.00
00395134	ALTERNATIVE FAMILY SERVICES INC	DEPOSIT REFUND	1,000.00
00395173	HUB INTERNATIONAL OF CA INSURANCE	EVENT INSURANCE	256.18
00395177	JONES, AMANDA	DEPOSIT REFUND	500.00
00395206	WILSON, JASMINE	DEPOSIT REFUND	68.00
Nick Rodriguez Community Cent			
00394817	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	32.00
00394994	SERVICE PROS PLUMBERS INC	PARTS & SERVICE	409.00
00395090	LOWES COMPANIES INC	TOOLS AND HARDWARE	57.29
00395205	WESTAMERICA BANK	COPIER LEASE	267.04
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
Senior Programs			
00394712	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	731.80
00394817	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	32.00
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2.00
00940162	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	741.36
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2.00
Recreation Sports Programs			
00394817	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	322.00
00395048	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	663.00
00395208	Z SPORTS INC	CONTRACTOR PAYMENT	1,152.00
Recreation-Comm Center			
00394709	AT AND T MCI	PHONE	66.69
00394712	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	44.40



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00394817	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
00394823	COMCAST	CONNECTION SERVICES	50.01
00394836	DUALHARE INC	CONSULTANT SERVICES	1,725.00
00394858	MUIR, ROXANNE	CONTRACTOR PAYMENT	396.00
00394879	VERIZON WIRELESS	DATA SERVICES	38.01
00394931	BIG SKY LOGOS AND EMBROIDERY	CITY APPAREL	542.08
00394958	GARDA CL WEST INC	ARMORED CAR SERVICE	202.91
00394971	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	840.00
00395059	COSTCO	PROGAM SUPPLIES	323.41
00395063	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00395090	LOWES COMPANIES INC	SUPPLIES	73.14
00395134	ALTERNATIVE FAMILY SERVICES INC	ROOM RENTAL REFUND	1,575.00
00395143	AT AND T MCI	CONNECTION SERVICES	66.69
00395146	BE EXCEPTIONAL	CONTRACTOR PAYMENT	585.00
00395159	DUGAND, KARINA	CONTRACTOR PAYMENT	1,008.00
00395163	FASTSIGNS	BANNERS	1,203.97
00395185	PACIFIC GAS AND ELECTRIC CO	GAS	8,653.54
00395209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,999.00
00939944	COMPUTERLAND	SOFTWARE	85.07
Recreation Water Park			
00394712	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,228.24
00394748	KNORR SYSTEMS INC	EQUIPMENT	4,424.47
00394752	LINCOLN EQUIPMENT INC	CHEMICALS	4,754.59
00394758	NEXTEL SPRINT	CELL PHONES	15.93
00394800	AMERICAN RED CROSS	STAFF CPR TRAINING	864.00
00394810	AYALA, VANESSA	LIFEGUARD CLASS REFUND	50.00
00394817	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	994.00
00394826	COMMERCIAL POOL SYSTEMS INC	EQUIPMENT RENTAL	409.36
00394866	QUADIENT LEASING USA INC	POSTAGE MACHINE RENTAL	49.33
00394940	COLE SUPPLY CO INC	SUPPLIES	497.87
00394961	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,618.87
00394967	KNORR SYSTEMS INC	CHEMICALS	621.93
00395048	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	881.00
00395059	COSTCO	VARIOUS BUSINESS EXPENSES	39.22
00395063	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	540.00
00395087	LESLIES POOL SUPPLIES	SUPPLIES	308.78
00395088	LINCOLN EQUIPMENT INC	SUPPLIES	2,581.56
00395090	LOWES COMPANIES INC	TOOLS AND HARDWARE	668.69
00395153	CONTRA COSTA HEALTH SERVICES	OPERATING PERMIT	1,393.00
00395178	KNORR SYSTEMS INC	CHEMICALS	590.74
00395181	NATIONAL AQUATICS INC	ELECTRICAL SERVICES	4,900.99
00395187	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	165.00
00395209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00939934	GRAINGER INC	PARTS	751.77
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00940159	GRAINGER INC	SUPPLIES	92.10
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00



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222 Measure C/J Fund

Non Departmental

Streets

00394933	BOETHING TREELAND FARMS	PLANTS	10,879.66
00394990	RECOLOGY BLOSSOM VALLEY ORG	PLANTER MATERIAL	4,512.94
00395016	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	768.00
00395129	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENT	800.00
00940136	JJR CONSTRUCTION INC	CURB RAMP PROJECT	71,102.26
00940150	SITEONE LANDSCAPE SUPPLY HOLD	LANDSCAPE SERVICES	10,791.52

226 Solid Waste Reduction Fund

Solid Waste

00394814	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	543.66
00394854	LOCAL GOVERNMENT COMMISSION	CIVIC SPARK FELLOW	499.95

229 Pollution Elimination Fund

Trash Capture Devices

00394773	REVEL ENVIRONMENTAL INC	TRASH CAPTURE DEVICES	41,546.18
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Channel Maintenance Operation

00394758	NEXTEL SPRINT	CELL PHONES	15.93
00394797	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,880.00
00394804	ANTIOCH ACE HARDWARE	SUPPLIES	164.74
00394805	ANTIOCH ACE HARDWARE	SUPPLIES	822.73
00394857	MJH EXCAVATING INC	LANDSCAPE SERVICES	7,420.00
00394920	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,800.00
00394975	MUNICIPAL MAINT EQUIPMENT INC	TRACTOR EQUIPMENT	28,025.16
00394987	PONDER ENVIRONMENTAL SERVICES	DISPOSAL SERVICES	3,368.20
00395048	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
00395063	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00395090	LOWES COMPANIES INC	TOOLS AND HARDWARE	121.91
00395130	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,160.00
00395136	ANTIOCH ACE HARDWARE	SUPPLIES	54.22
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	252.82

238 PEG Franchise Fee Fund

Non Departmental

00394813	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	652.06
00940157	EIDIM GROUP, INC	COUNCIL CHAMBERS PROJECT	9,446.01

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00394778	SILVA LANDSCAPE	LANDSCAPE SERVICES	10,971.48
00394996	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,023.20
00395004	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	2,000.00
00395008	TERRACARE ASSOCIATES	TURF MOWING	346.20

Lonetree Maintenance Zone 2

00394778	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,224.00
00394791	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	13,575.00
00395004	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,500.00

Lonetree Maintenance Zone 3

00394996	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,696.00
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Lonetree Maintenance Zone 4

00394996	SILVA LANDSCAPE	LANDSCAPE SERVICE	1,144.00
00395008	TERRACARE ASSOCIATES	TURF MOWING	553.92
00940148	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,477.11

252 Downtown SLLMD Fund

Downtown Maintenance

00395008	TERRACARE ASSOCIATES	TURF MOWING	346.20
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253 Almondridge SLLMD Fund

Almondridge Maintenance

00394996	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,496.00
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00395008	TERRACARE ASSOCIATES	TURF MOWING	1,350.18
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Hillcrest Maintenance Zone 2

00395008	TERRACARE ASSOCIATES	TURF MOWING	1,232.48
00395017	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	7,173.60

Hillcrest Maintenance Zone 4

00395008	TERRACARE ASSOCIATES	TURF MOWING	692.40
00395033	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,344.00
00395162	EVERDE GROWERS	SUPPLIES	10,345.22

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00394996	SILVA LANDSCAPE	LANDSCAPE SERVICES	352.00
00395008	TERRACARE ASSOCIATES	TURF MOWING	450.06
00395185	PACIFIC GAS AND ELECTRIC CO	GAS	46.23

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00395008	TERRACARE ASSOCIATES	TURF MOWING	13.84
00395033	SILVA LANDSCAPE	LANDSCAPE SERVICES	792.00

Citywide 2A Maintenance Zone 6

00394778	SILVA LANDSCAPE	LANDSCAPE SERVICES	6,458.40
00394924	ANTIOCH ACE HARDWARE	SUPPLIES	9.78
00395004	STEWARTS TREE SERVICE INC	TREE REMOVAL	2,812.00
00395008	TERRACARE ASSOCIATES	TURF MOWING	830.88
00395015	WATERSAVERS IRRIGATION	SUPPLIES	63.46
00395016	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	6,912.00

Citywide 2A Maintenance Zone 8

00395008	TERRACARE ASSOCIATES	TURF MOWING	69.24
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Citywide 2A Maintenance Zone 9

00394922	ALTA FENCE	PROFESSIONAL SERVICES	1,670.00
00394996	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,435.20
00395008	TERRACARE ASSOCIATES	TURF MOWING	207.72
00395033	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,588.00

Citywide 2A Maintenance Zone 10

00394990	RECOLOGY BLOSSOM VALLEY ORG	PLANTER MATERIAL	22,564.70
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257 SLLMD Administration Fund

SLLMD Administration

00394709	AT AND T MCI	PHONE	105.07
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00394758	NEXTEL SPRINT	CELL PHONES	20.56
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	250.00
00394839	EAST BAY WORK WEAR	UNIFORMS	205.11
00394879	VERIZON WIRELESS	DATA SERVICES	76.02
00394956	FURBER SAW INC	TOOLS	15,741.73
00395008	TERRACARE ASSOCIATES	TURF MOWING	830.88
00395090	LOWES COMPANIES INC	TOOLS AND HARDWARE	35.25
00395109	ROBERTS AND BRUNE CO	SUPPLIES	113.31
00395143	AT AND T MCI	CONNECTION SERVICES	105.07
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	748.28
00940131	COMPUTERLAND	SUPPLIES	75.49
259	East Lone Tree SLLMD Fund		
	Zone 1-District 10		
00394951	EVERDE GROWERS	LANDSCAPE ENHANCEMENT	41.04
00940134	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	209.19
311	Capital Improvement Fund		
	Parks & Open Space		
00394702	ALEX KUSHNER GENERAL INC	CITY HALL INTERIOR PROJECT	84,678.25
00395110	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	95.00
	Energy Efficiency		
00394854	LOCAL GOVERNMENT COMMISSION	CIVIC SPARK FELLOW	909.14
376	Lone Diamond Fund		
	Non Departmental		
00394938	CENTRAL SELF STORAGE ANTIOCH	STORAGE	336.00
569	Vehicle Replacement Fund		
	Equipment Maintenance		
00394975	MUNICIPAL MAINT EQUIPMENT INC	TRACTOR EQUIPMENT	33,601.49
570	Equipment Maintenance Fund		
	Non Departmental		
00395079	HUNT AND SONS INC	FUEL	56,402.60
	Equipment Maintenance		
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	65.06
00394820	CHUCKS BRAKE AND WHEEL SERVICE	MAINTENANCE SERVICES	528.51
00394839	EAST BAY WORK WEAR	UNIFORMS	64.43
00394853	LES SCHWAB TIRES OF CALIFORNIA	TIRES	1,803.11
00394879	VERIZON WIRELESS	DATA SERVICES	38.01
00394881	WALNUT CREEK FORD	AUTO PARTS	704.54
00394884	WINTER CHEVROLET CO	AUTO PARTS	21.78
00394965	JUNIORS AUTO BODY COLLISION	VEHICLE REPAIR	4,447.12
00394975	MUNICIPAL MAINT EQUIPMENT INC	PARTS	83.38
00394983	OREILLY AUTO PARTS	AUTO PARTS	4,158.84
00394998	SOUTHERN COUNTIES LUBRICANTS LLC	OIL WASTE	1,933.12
00395028	JUNIORS AUTO BODY COLLISION	VEHICLE REPAIR	3,053.36
00395030	MUNICIPAL MAINT EQUIPMENT INC	AUTO PARTS	191.03
00395031	OREILLY AUTO PARTS	AUTO PARTS	1,265.85
00395035	TRED SHED, THE	TIRES	3,403.86
00395036	WALNUT CREEK FORD	AUTO PARTS	927.79
00395090	LOWES COMPANIES INC	TOOLS AND HARDWARE	129.64



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00395093	MICHAEL STEAD WALNUT CREEK	VEHICLE REPAIR	2,459.95
00395095	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	303.58
00395110	ROBINS LOCK AND KEY	SUPPLIES	865.30
00395137	ANTIOCH AUTO PARTS	AUTO PARTS	763.27
00395160	EAST BAY TIRE CO	TIRES	7,986.00
00395167	FIRST CHOICE UPHOLSTERY	REPAIR SERVICES	40.00
00395182	OCONELL JETTING SYSTEMS	REPAIR SERVICES	306.02
00395187	ROBINS LOCK AND KEY	SUPPLIES	115.00
00395190	SHIELDS HARPER AND CO	SUPPLIES	102.89
00395193	SUBURBAN PROPANE	PROPANE	532.84
00395199	UNICO GLASS LLC	AUTO GLASS	643.88
00395203	WALNUT CREEK FORD	AUTO PARTS	138.08
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	198.74
00939949	KIMBALL MIDWEST	SUPPLIES	75.14
00940149	KIMBALL MIDWEST	SUPPLIES	1,259.69
00940159	GRAINGER INC	SUPPLIES	39.62
00940175	KIMBALL MIDWEST	SUPPLIES	135.48
00940178	PETERSON TRACTOR CO	PARTS	218.01
573	Information Services Fund		
	Non Departmental		
00395175	INSIGHT PUBLIC SECTOR INC	MICROSOFT LICENSING	118,636.56
00395229	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	991.74
	Information Services		
00395227	BANK OF AMERICA	SUBSCRIPTION	25.00
	Network Support & PCs		
00394724	COMCAST	CONNECTION SERVICES	969.17
00394813	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	275.53
00394824	COMCAST	CONNECTION SERVICES	152.76
00394921	ALLSTEEL INC	OFFICE FURNITURE	3,169.42
00394941	COMCAST	CONNECTION SERVICES	387.91
00395012	VMWARE INC	SUPPORT SERVICES	5,321.06
00395020	AMS DOT NET INC	SUPPORT SERVICES	4,600.00
00395040	AMS DOT NET INC	SUPPORT SERVICES	2,051.37
00395090	LOWES COMPANIES INC	SUPPLIES	275.50
00395113	SHARESQUARED INC	CONSULTING SERVICES	878.75
00395227	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	123.06
00939943	ALTURA COMMUNICATION SOLUTIONS	LICENSE RENEWAL	6,205.00
00940147	DIGITAL SERVICES	WEBSITE MAINTENANCE	5,460.00
	Telephone System		
00394709	AT AND T MCI	PHONE	1,039.67
00395142	AT AND T MCI	LONG DISTANCE LINES	43.77
00395143	AT AND T MCI	CONNECTION SERVICES	1,039.67
	GIS Support Services		
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	477.95
00394879	VERIZON WIRELESS	CELL PHONES	46.65
00395148	CLASSY GLASS TINTING	PROFESSIONAL SERVICES	1,300.00
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	74.99
00939933	DIGITAL SERVICES	EQUIPMENT LEASE	674.34



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00939946	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,385.09
Office Equipment Replacement			
00940131	COMPUTERLAND	SUPPLIES	304.86
577	Post Retirement Medical-Police Fund		
Non Departmental			
00394887	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00394888	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00394890	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00394895	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00394901	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00394902	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00394903	RETIREE	MEDICAL AFTER RETIREMENT	203.41
00394904	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00394907	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00394908	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00394911	RETIREE	MEDICAL AFTER RETIREMENT	64.00
00939954	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939955	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939959	RETIREE	MEDICAL AFTER RETIREMENT	995.12
00939960	RETIREE	MEDICAL AFTER RETIREMENT	304.50
00939962	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939963	RETIREE	MEDICAL AFTER RETIREMENT	1,548.23
00939967	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939968	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939976	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939981	RETIREE	MEDICAL AFTER RETIREMENT	994.14
00939983	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00939986	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00939989	RETIREE	MEDICAL AFTER RETIREMENT	623.74
00940002	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940003	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00940009	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940010	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00940011	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940025	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940028	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940029	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00940030	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940040	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940041	RETIREE	MEDICAL AFTER RETIREMENT	1,464.55
00940042	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940045	RETIREE	MEDICAL AFTER RETIREMENT	212.28
00940058	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00940060	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00940061	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940069	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940070	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00940072	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940074	RETIREE	MEDICAL AFTER RETIREMENT	1,077.46



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00940077	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00940086	RETIREE	MEDICAL AFTER RETIREMENT	594.83
00940088	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940097	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940098	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940100	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00940105	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940106	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940110	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00940118	RETIREE	MEDICAL AFTER RETIREMENT	435.31
00940122	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940123	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00940125	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00940127	RETIREE	MEDICAL AFTER RETIREMENT	670.64
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00394886	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00394891	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394892	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00394894	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394896	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394898	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00394909	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394910	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394913	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00939956	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939958	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939961	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939966	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939971	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939973	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939974	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939977	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939978	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939979	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939982	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939990	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939994	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939995	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939998	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940001	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940005	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940006	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940007	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940008	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940015	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00940016	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940017	RETIREE	MEDICAL AFTER RETIREMENT	93.69



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00940018	RETIREE	MEDICAL AFTER RETIREMENT	125.39
00940019	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940024	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940027	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940034	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940035	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940039	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940044	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940049	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940051	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940052	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940055	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940057	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940066	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940067	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940071	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940076	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940080	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940085	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940087	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940092	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940103	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940108	RETIREE	MEDICAL AFTER RETIREMENT	48.08
00940109	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940111	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940113	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940121	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940124	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940126	RETIREE	MEDICAL AFTER RETIREMENT	566.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00394889	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00394893	RETIREE	MEDICAL AFTER RETIREMENT	93.96
00394897	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00394899	RETIREE	MEDICAL AFTER RETIREMENT	202.28
00394900	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00394905	RETIREE	MEDICAL AFTER RETIREMENT	467.23
00394906	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00394912	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00395230	RETIREE	MEDICAL AFTER RETIREMENT	1,699.14
00939932	RETIREE	MEDICAL AFTER RETIREMENT	2,264.92
00939935	RETIREE	MEDICAL AFTER RETIREMENT	21.00
00939957	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939964	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939965	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939969	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939970	RETIREE	MEDICAL AFTER RETIREMENT	174.48
00939972	RETIREE	MEDICAL AFTER RETIREMENT	151.69



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00939975	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939980	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939984	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939985	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939987	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00939988	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00939991	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00939992	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939993	RETIREE	MEDICAL AFTER RETIREMENT	168.56
00939996	RETIREE	MEDICAL AFTER RETIREMENT	566.23
00939997	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939999	RETIREE	MEDICAL AFTER RETIREMENT	446.98
00940000	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940004	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940012	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940013	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940014	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940020	RETIREE	MEDICAL AFTER RETIREMENT	417.40
00940021	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940022	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940023	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940031	RETIREE	MEDICAL AFTER RETIREMENT	355.47
00940032	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00940033	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940036	RETIREE	MEDICAL AFTER RETIREMENT	696.38
00940037	RETIREE	MEDICAL AFTER RETIREMENT	235.18
00940038	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00940043	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00940046	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940047	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940048	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940050	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940053	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00940054	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940056	RETIREE	MEDICAL AFTER RETIREMENT	1,321.55
00940059	RETIREE	MEDICAL AFTER RETIREMENT	206.97
00940062	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00940063	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00940064	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940065	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940068	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940073	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00940075	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940078	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940079	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940081	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940082	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00940083	RETIREE	MEDICAL AFTER RETIREMENT	870.90



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00940084	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940089	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940090	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940091	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940093	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940094	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00940095	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940096	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940099	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00940101	RETIREE	MEDICAL AFTER RETIREMENT	251.46
00940102	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940104	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940107	RETIREE	MEDICAL AFTER RETIREMENT	418.26
00940112	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940114	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940115	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940116	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940117	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00940119	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940120	RETIREE	MEDICAL AFTER RETIREMENT	1,833.44
580	Loss Control Fund		
	Human Resources		
00394803	ANNUVIA	AED REPLACEMENT PARTS	499.57
611	Water Fund		
	Non Departmental		
00394703	ALL PRO PRINTING SOLUTIONS	ENVELOPES	2,848.26
00394787	SWRCB	SWRCP PRINCIPAL PAYMENT	107,809.05
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	233.46
00394833	CWEA SFBS	CERTIFICATE RENEWAL	379.00
00394839	EAST BAY WORK WEAR	SUPPLIES	40,136.10
00394936	CALIFORNIA TRENCHLESS INC	RELEASE OF RETENTION	232,992.73
00394966	KELLY, DAVID	CHECK REPLACEMENT	108.25
00395043	ANTIOCH AUTO PARTS	AUTO PARTS	2,845.25
00395045	BAY AREA BARRICADE	SUPPLIES	304.91
00395047	BISHOP CO	SUPPLIES	129.75
00395053	COLE SUPPLY CO INC	SUPPLIES	1,144.80
00395056	CONTRA COSTA FIRE EQUIPMENT	EQUIPMENT	460.62
00395090	LOWES COMPANIES INC	SUPPLIES	92.46
00939929	BADGER METER INC	HOST SERVICES	5,420.58
00940159	GRAINGER INC	SUPPLIES	129.07
	Water Supervision		
00394758	NEXTEL SPRINT	CELL PHONES	20.56
00394787	SWRCB	SWRCP INTEREST PAYMENT	4,381.91
00394879	VERIZON WIRELESS	CELL PHONES	346.52
	Water Production		
00394708	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	67.94
00394709	AT AND T MCI	PHONE	133.36
00394740	HOUSE, KEVIN SHAW	CHECK REPLACEMENT	364.88



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00394746	KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	5,940.00
00394747	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	29,808.35
00394758	NEXTEL SPRINT	CELL PHONES	15.93
00394792	UNIVAR SOLUTIONS USA INC	CHEMICALS	11,455.64
00394802	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00394804	ANTIOCH ACE HARDWARE	SUPPLIES	52.02
00394806	ANTIOCH ACE HARDWARE	SUPPLIES	35.88
00394807	ANTIOCH AUTO PARTS	AUTO PARTS	179.14
00394821	CITY OF BRENTWOOD	GROUND WATER SERVICES	8,642.61
00394836	DUALHARE INC	CONSULTING SERVICES	800.00
00394839	EAST BAY WORK WEAR	UNIFORMS	2,036.54
00394844	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00394847	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	3,020.62
00394849	INDUSTRIAL SOLUTIONS SERVICES	CHEMICALS	6,958.31
00394865	POLYDYNE INC	CHEMICALS	5,475.38
00394876	UNIVAR SOLUTIONS USA INC	CHEMICALS	7,934.24
00394877	US BANK	PRINTER	129.34
00394879	VERIZON WIRELESS	DATA SERVICES	38.01
00394882	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	5,390.80
00394924	ANTIOCH ACE HARDWARE	PARTS	131.99
00394927	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	67.94
00394946	CORRPRO COMPANIES INC	INSPECTION SERVICES	1,875.00
00394955	FISHER SCIENTIFIC COMPANY	SUPPLIES	390.82
00394959	HACH CO	SUPPLIES	1,536.51
00394991	ROBERTS WATER TECHNOLOGIES	PROFESSIONAL SERVICES	4,615.66
00395010	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,226.74
00395027	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	202.17
00395042	ANTIOCH ACE HARDWARE	PARTS	48.44
00395043	ANTIOCH AUTO PARTS	AUTO PARTS	31.48
00395057	CONTRA COSTA HEALTH SERVICES	HAZMAT CUPA PERMIT	15,420.00
00395058	CONTRA COSTA WATER DISTRICT	RAW WATER	1,228,928.87
00395071	FISHER SCIENTIFIC COMPANY	SUPPLIES	205.71
00395075	HACH CO	SUPPLIES	421.51
00395090	LOWES COMPANIES INC	TOOLS AND HARDWARE	261.78
00395124	UNIVAR SOLUTIONS USA INC	CHEMICALS	11,117.79
00395139	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	67.94
00395143	AT AND T MCI	CONNECTION SERVICES	133.36
00395166	FINBERG FENCING INC	REPAIR SERVICES	325.00
00395169	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00395170	HACH CO	LAB EQUIPMENT	50.67
00395185	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	55.08
00395201	USA BLUEBOOK	PARTS	365.69
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	339.73
00939940	PETERSON TRACTOR CO	GENERATOR SERVICE	17,293.16
00939946	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,845.22
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	250.00
00940132	EUROFINS EATON ANALYTICAL INC	TESTING	120.00
00940138	NTU TECHNOLOGIES INC	CHEMICALS	6,808.23



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00940155	CHEMTRADE CHEMICALS US LLC	CHEMICALS	50,134.19
00940159	GRAINGER INC	SUPPLIES	438.81
00940160	HARDY DIAGNOSTICS	SUPPLIES	149.76
00940163	IDEXX LABORATORIES INC	SUPPLIES	35.85
00940173	EUROFINS EATON ANALYTICAL INC	WATER TESTING AND ANALYSIS	2,775.00
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	250.00
Water Distribution			
00394705	ANTIOCH ACE HARDWARE	SUPPLIES	18.72
00394707	ANTIOCH BUILDING MATERIALS	ASPHALT	1,536.62
00394730	CWEA SFBS	MEMBERSHIP RENEWAL	192.00
00394731	CWEA SFBS	CERTIFICATION RENEWAL	96.00
00394758	NEXTEL SPRINT	CELL PHONES	117.79
00394761	OCCUPATIONAL HEALTH CENTERS CA	PRE-EMPLOYMENT EXAM	968.00
00394762	OFFICE TEAM	TEMP HELP SERVICES	225.00
00394806	ANTIOCH ACE HARDWARE	SUPPLIES	117.12
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	417.18
00394817	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
00394823	COMCAST	CONNECTION SERVICES	1,016.33
00394831	CREATIVE LOGO PRODUCTIONS	SUPPLIES	2,858.99
00394839	EAST BAY WORK WEAR	UNIFORMS	1,709.20
00394846	HARRISON INDUSTRIAL SERVICES INC	PARTS	4,341.16
00394861	OFFICE TEAM	TEMP HELP SERVICES	375.00
00394862	PACE SUPPLY CORP	SUPPLIES	367.08
00394863	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	287.92
00394879	VERIZON WIRELESS	DATA SERVICES	2,634.43
00394929	BACKFLOW DISTRIBUTORS INC	BACKFLOW PARTS	16,473.80
00394953	FASTSIGNS	SUPPLIES	45.09
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	411.53
00394993	RT LAWRENCE CORP	LOCKBOX PROCESSING	441.48
00395013	W K HYDRAULICS INC	PROFESSIONAL SERVICES	911.01
00395042	ANTIOCH ACE HARDWARE	SUPPLIES	226.66
00395043	ANTIOCH AUTO PARTS	PARTS	562.39
00395048	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	65.00
00395062	DELTA DIABLO	RECEYCLED WATER	10,029.41
00395063	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	30.00
00395070	FASTENAL CO	SUPPLIES	964.59
00395073	G AND S PAVING INC	ASPHALT REPAIRS	21,056.83
00395090	LOWES COMPANIES INC	SUPPLIES	3,158.75
00395101	OCCUPATIONAL HEALTH CENTERS CA	PRE-EMPLOYMENT EXAM	432.00
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	9.88
00395104	PACE SUPPLY CORP	SUPPLIES	3,443.50
00395109	ROBERTS AND BRUNE CO	WATER METERS AND PARTS	20,347.26
00395110	ROBINS LOCK AND KEY	SUPPLIES	120.00
00395123	TYLER TECHNOLOGIES	PROFESSIONAL SERVICES	71.34
00395183	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	82.76
00395194	SYAR INDUSTRIES INC	ASPHALT	2,159.81
00395200	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,264.23



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00939929	BADGER METER INC	HOST SERVICES	492.78
00939937	INFOSEND INC	PRINT & MAIL SERVICES	12.10
00939948	INFOSEND INC	PRINT & MAIL SERVICES	879.14
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00939951	MOBILE MINI LLC	STORAGE	145.78
00940135	INFOSEND INC	PRINT & MAIL SERVICES	5,419.66
00940159	GRAINGER INC	SUPPLIES	3,537.86
00940162	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,779.34
00940165	INFOSEND INC	PRINT & MAIL SERVICES	1,724.25
00940166	MOBILE MINI LLC	STORAGE	350.16
00940168	RED WING SHOE STORE	SAFETY SHOES - HULEGAARD	535.69
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Buildings & Facilities			
00394706	ANTIOCH ACE HARDWARE	SUPPLIES	5.72
00394793	WATERSAVERS IRRIGATION	SUPPLIES	10.35
00394801	ANCHOR CONCRETE CONSTRUCTION	CONCRETE REPAIR	7,500.00
00394818	CDM SMITH INC	CONSULTING SERVICES	44,263.70
00394827	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	5,220.61
00394934	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	13,040.75
00394937	CDM SMITH INC	PROFESSIONAL SERVICES	82,177.15
00394974	MOUNTAIN CASCADE INC	BOOSTER PUMP IMPROVEMENTS	77,791.94
00394995	SHIMMICK CONSTRUCTION INC	BRACKISH WATER PROJECT	1,345,754.59
00395037	WATERSAVERS IRRIGATION	SUPPLIES	2,931.09
00395041	ANDERSON PACIFIC ENGINEERING INC	WTP DISINFECTION PROJECT	83,835.63
00395172	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	7,695.00
00939930	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	70,800.55
00940154	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	95,776.10
617	APFA Brackish Water LOC Fund		
Water Systems			
00395021	BANK OF THE WEST	COMMITMENT FEES	12,263.14
621	Sewer Fund		
Non Departmental			
00939953	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
Swr-Wastewater Administration			
00394707	ANTIOCH BUILDING MATERIALS	ASPHALT	1,536.62
00394758	NEXTEL SPRINT	CELL PHONES	82.76
00394762	OFFICE TEAM	TEMP HELP SERVICES	225.00
00394806	ANTIOCH ACE HARDWARE	SUPPLIES	80.20
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	366.49
00394816	BRANDON CONLEY CONSULTING	TRAINING	4,515.00
00394823	COMCAST	CONNECTION SERVICES	1,016.33
00394839	EAST BAY WORK WEAR	UNIFORMS	3,165.73
00394841	FERNANDEZ LOPEZ, KIM ANGEL	TRAINING REIMBURSEMENT	350.00
00394855	LOONEY, ZACHARY MICHAEL	MEMBERSHIP REFUND	144.19
00394861	OFFICE TEAM	TEMP HELP SERVICES	375.00
00394875	TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	1,663.90
00394879	VERIZON WIRELESS	CELL PHONES	748.91
00394883	WECO INDUSTRIES INC	EQUIPMENT	1,113.11



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00394952	FASTENAL CO	SUPPLIES	87.89
00394953	FASTSIGNS	BUSINESS CARDS	45.09
00394964	JEFFERSON, PHILLIP J	EXPENSE REIMBURSEMENT	245.00
00394975	MUNICIPAL MAINT EQUIPMENT INC	TRACTOR EQUIPMENT	28,025.16
00394981	OFFICE DEPOT INC	OFFICE SUPPLIES	520.43
00394987	PONDER ENVIRONMENTAL SERVICES	DISPOSAL SERVICES	2,356.15
00394993	RT LAWRENCE CORP	LOCKBOX PROCESSING	441.47
00395048	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	16.00
00395063	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	10.00
00395073	G AND S PAVING INC	ASPHALT REPAIRS	21,056.82
00395090	LOWES COMPANIES INC	SUPPLIES	748.23
00395102	OFFICE DEPOT INC	OFFICE SUPPLIES	9.86
00395109	ROBERTS AND BRUNE CO	SUPPLIES	1,531.02
00395116	SMARTCOVER SYSTEMS	MONITORING SYSTEM	13,082.00
00395123	TYLER TECHNOLOGIES	LOCKBOX INTERFACE	71.34
00395136	ANTIOCH ACE HARDWARE	SUPPLIES	57.74
00395157	DKF SOLUTIONS GROUP LLC	TRAINING	260.00
00395176	JACK DOHENY SUPPLIES INC	CCTV TRUCK	36,474.13
00395194	SYAR INDUSTRIES INC	ASPHALT	2,159.80
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	119.63
00939937	INFOSEND INC	PROP 218 SEWER RATE NOTICES	16,647.38
00939945	COMSTAR SUPPLY INC	EQUIPMENT	1,808.81
00939948	INFOSEND INC	PRINT AND MAIL SERVICES	879.15
00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00940134	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,071.81
00940135	INFOSEND INC	PRINT AND MAIL SERVICES	5,419.69
00940140	SCOTTO, CHARLES W AND DONNA F	FEE REIMBURSEMENT	1,350.00
00940151	3T EQUIPMENT COMPANY	SUPPLIES	10,601.85
00940159	GRAINGER INC	SUPPLIES	726.48
00940162	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,779.34
00940165	INFOSEND INC	PRINT AND MAIL SERVICES	1,724.24
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
631	Marina Fund		
	Non Departmental		
00394850	KASPEREK, LANCE	DEPOSIT REFUND	164.42
	Marina Administration		
00394725	COMCAST	CONNECTION SERVICES	1,175.60
00394736	FURBER SAW INC	SUPPLIES	499.03
00394811	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	298.54
00394839	EAST BAY WORK WEAR	UNIFORMS	186.91
00394930	BIG B LUMBER	SUPPLIES	503.23
00394948	DOCKWA	MARINA SOFTWARE	4,500.01
00395060	CRANGLE, BRENT	DEPOSIT REFUND	480.00
00395090	LOWES COMPANIES INC	SUPPLIES	57.07
00395108	RECREATION PUBLICATIONS	MARINA GUIDE ADVERTISEMENT	5,032.50
00395119	STATE OF CALIFORNIA	DEBT SERVICE PAYMENT	181,389.00
00395120	STEPHANIES AUTO CLEARANCE	LIEN SALE APPLICATION FEES	110.00
00395226	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	897.50



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00939950	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00940176	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
752	Storm Drain Deposits Fund		
<i>Non Departmental</i>			
00394943	CONTRA COSTA COUNTY	DRAINAGE FEES	9,301.34



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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227	Housing Fund		
<i>Housing</i>			
00394854	LOCAL GOVERNMENT COMMISSION	CIVIC SPARK FELLOW	1,409.09
00395114	SHELTER INC	CDBG SERVICES	5,804.94
00940161	HOUSE, TERI	CDBG SERVICES	28,900.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for May 2021

RECOMMENDED ACTION

It is recommended that the City Council receive and file the May 2021 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

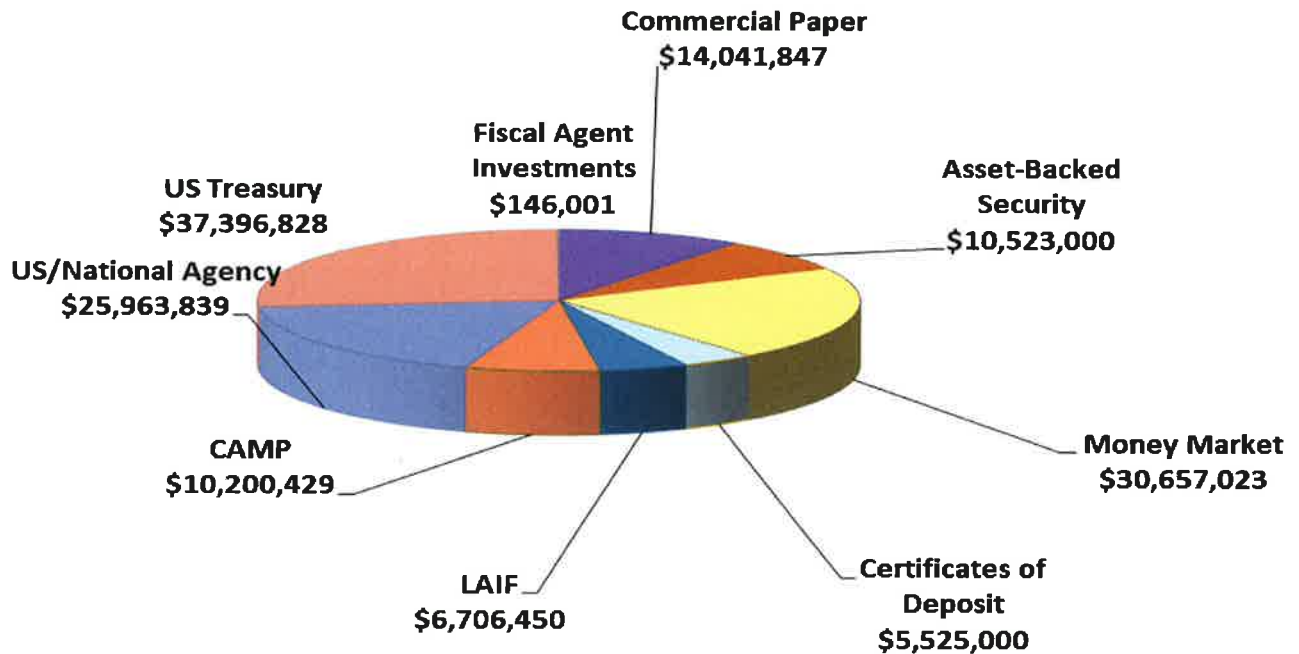
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**


May 31, 2021



Total of City and Fiscal Agent Investments = \$141,160,417

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


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	2
Antioch Development Agency 2009 Tax Allocation Bonds	145,999
	<u>\$146,001</u>



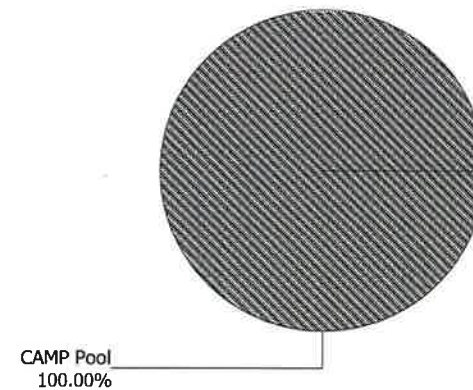
Account Statement - Transaction Summary

For the Month Ending **May 31, 2021**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,199,962.41
Purchases	466.95
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,200,429.36
Cash Dividends and Income	466.95

Asset Summary		
	May 31, 2021	April 30, 2021
CAMP Pool	10,200,429.36	10,199,962.41
Total	\$10,200,429.36	\$10,199,962.41
Asset Allocation		





Managed Account Summary Statement

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$94,045,142.84
Maturities/Calls	(545,507.79)
Principal Dispositions	(5,344,358.92)
Principal Acquisitions	6,052,306.72
Unsettled Trades	57,258.25
Change in Current Value	23,898.30
Closing Market Value	\$94,288,739.40

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	5,721,601.27
Coupon/Interest/Dividend Income	59,847.26
Principal Payments	545,507.79
Security Purchases	(6,405,832.01)
Net Cash Contribution	78,875.69
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	83,782.11
Less Purchased Interest Related to Interest/Coupons	(2,608.29)
Plus Net Realized Gains/Losses	65,145.42

Total Cash Basis Earnings **\$146,319.24**

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	93,450,514.35
Ending Accrued Interest	226,474.98
Plus Proceeds from Sales	5,908,561.79
Plus Proceeds of Maturities/Calls/Principal Payments	545,507.79
Plus Coupons/Dividends Received	59,847.26
Less Cost of New Purchases	(6,649,915.01)
Less Beginning Amortized Value of Securities	(93,160,633.18)
Less Beginning Accrued Interest	(214,663.58)

Total Accrual Basis Earnings **\$165,694.40**



Portfolio Summary and Statistics

For the Month Ending **May 31, 2021**

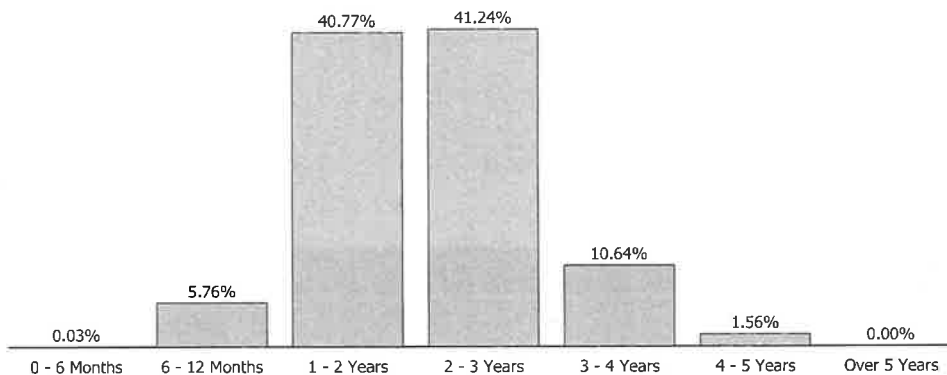
CITY OF ANTIOCH, CA - 04380500

Account Summary

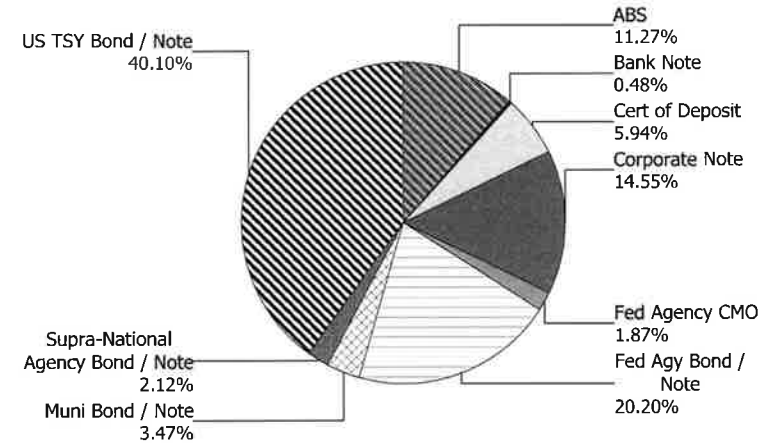
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	37,214,000.00	37,810,727.15	40.10
Supra-National Agency Bond / Note	2,000,000.00	2,003,180.05	2.12
Municipal Bond / Note	3,245,000.00	3,267,430.00	3.47
Federal Agency Collateralized Mortgage Obligation	1,733,717.26	1,767,317.06	1.87
Federal Agency Bond / Note	19,000,000.00	19,045,731.99	20.20
Corporate Note	13,391,000.00	13,716,470.68	14.55
Certificate of Deposit	5,525,000.00	5,598,459.40	5.94
Bank Note	425,000.00	450,818.75	0.48
Asset-Backed Security	10,523,969.74	10,628,604.32	11.27
Managed Account Sub-Total	93,057,687.00	94,288,739.40	100.00%
Accrued Interest		226,474.98	
Total Portfolio	93,057,687.00	94,515,214.38	

Unsettled Trades **595,000.00** **596,500.59**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	1.00%
Yield to Maturity at Market	0.39%
Weighted Average Days to Maturity	776



Managed Account Issuer Summary

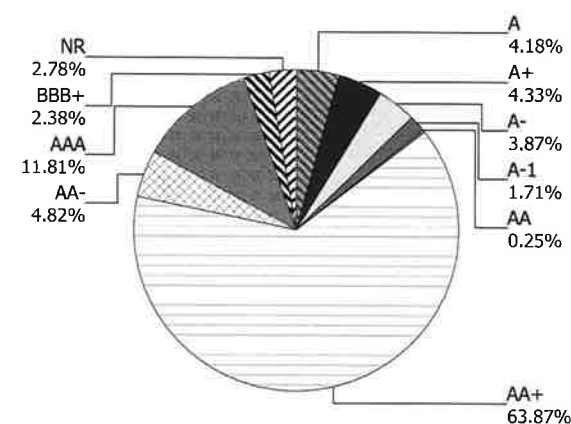
For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	332,866.95	0.35
ALLY AUTO RECEIVABLES TRUST	153,603.15	0.16
AMAZON.COM INC	1,293,007.45	1.37
APPLE INC	512,324.86	0.54
ASTRAZENECA PLC	495,435.11	0.53
BANK OF AMERICA CO	825,777.68	0.88
BMW FINANCIAL SERVICES NA LLC	175,059.62	0.19
BMW VEHICLE OWNER TRUST	195,692.76	0.21
BRISTOL-MYERS SQUIBB CO	592,491.46	0.63
BURLINGTON NORTHERN SANTA FE	242,154.90	0.26
CALIFORNIA DEPARTMENT OF WATER RESOURCES	451,714.50	0.48
CALIFORNIA EARTHQUAKE AUTHORITY	192,002.60	0.20
CAPITAL ONE FINANCIAL CORP	978,374.13	1.04
CARMAX AUTO OWNER TRUST	997,554.82	1.06
CATERPILLAR INC	475,297.83	0.50
CHARLES SCHWAB	302,352.00	0.32
CHEVRON CORPORATION	579,708.30	0.61
CITIGROUP INC	710,628.80	0.75
CLOROX COMPANY	359,990.75	0.38
COMCAST CORP	326,720.40	0.35
CREDIT SUISSE GROUP RK	1,452,292.45	1.53
DEERE & COMPANY	602,316.80	0.64
DISCOVER FINANCIAL SERVICES	337,972.60	0.36
DNB ASA	899,225.25	0.95
EXXON MOBIL CORP	471,259.13	0.50
FANNIE MAE	6,308,904.42	6.68
FIFTH THIRD AUTO TRUST	192,522.02	0.20
FLORIDA STATE BOARD OF ADMIN FIN CORP	238,231.25	0.25
FORD CREDIT AUTO OWNER TRUST	425,318.23	0.45
FREDDIE MAC	14,504,144.63	15.37
GENERAL DYNAMICS CORP	344,028.10	0.36
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	467,148.65	0.50

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	590,491.44	0.63
GOLDMAN SACHS GROUP INC	521,257.38	0.55
HARLEY-DAVIDSON MOTORCYCLE TRUST	466,827.24	0.50
HONDA AUTO RECEIVABLES	562,405.15	0.60
HONEYWELL INTERNATIONAL	613,889.49	0.65
HYUNDAI AUTO RECEIVABLES	817,560.72	0.87
IBM CORP	656,409.18	0.70
INTER-AMERICAN DEVELOPMENT BANK	668,926.83	0.71
INTL BANK OF RECONSTRUCTION AND DEV	1,334,253.22	1.42
JP MORGAN CHASE & CO	889,960.69	0.94
KUBOTA CREDIT OWNER TRUST	210,123.09	0.22
LOCKHEED MARTIN CORP	242,345.25	0.26
LOS ANGELES COMMUNITY COLLEGE DISTRICT	234,960.05	0.25
MERCEDES-BENZ AUTO LEASE TRUST	125,304.66	0.13
MERCEDES-BENZ AUTO RECEIVABLES	316,480.06	0.34
MERCK & CO INC	240,446.93	0.26
MORGAN STANLEY	520,291.83	0.55
NEW JERSEY TURNPIKE AUTHORITY	196,162.20	0.21
NEW YORK & NEW JERSEY PORT AUTHORITY	517,752.00	0.55
NEW YORK ST URBAN DEVELOPMENT CORP	855,612.15	0.91
NISSAN AUTO LEASE TRUST	147,342.99	0.16
NISSAN AUTO RECEIVABLES	741,967.34	0.79
NORDEA BANK ABP	817,037.60	0.87
PACCAR FINANCIAL CORP	75,762.90	0.08
PEPSICO INC	217,123.13	0.23
PNC FINANCIAL SERVICES GROUP	450,818.75	0.48
SKANDINAVISKA ENSKILDA BANKEN AB	817,136.80	0.87
SOCIETE GENERALE	884,143.75	0.94
STATE OF CONNECTICUT	103,606.00	0.11
STATE OF MARYLAND	477,389.25	0.51
SUMITOMO MITSUI FINANCIAL GROUP INC	728,623.55	0.77
THE BANK OF NEW YORK MELLON CORPORATION	436,382.83	0.46
Toyota Lease Owner Trust	250,462.28	0.27



Managed Account Issuer Summary

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TOYOTA MOTOR CORP	988,327.44	1.05
UNITED STATES TREASURY	37,810,727.15	40.09
UNITEDHEALTH GROUP INC	325,453.05	0.35
VERIZON OWNER TRUST	1,284,651.77	1.36
VOLKSWAGEN AUTO LEASE TRUST	221,581.38	0.24
VOLKSWAGEN OF AMERICA	221,064.05	0.23
WORLD OMNI AUTO REC TRUST	271,556.23	0.29
Total	\$94,288,739.40	100.00%



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	2,700,000.00	AA+	Aaa	03/01/19	03/05/19	2,697,046.87	2.54	19,765.19	2,699,290.48	2,746,828.26
US TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	3,033.81	1,050,217.79	1,070,015.63
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	AA+	Aaa	07/01/19	07/03/19	802,718.75	1.76	5,013.81	801,028.00	816,750.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	AA+	Aaa	06/03/19	06/05/19	3,377,768.55	1.85	21,152.02	3,376,021.38	3,445,664.06
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,350,000.00	AA+	Aaa	08/02/19	08/05/19	1,347,310.55	1.69	5,543.99	1,348,906.96	1,375,945.38
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,700,000.00	AA+	Aaa	10/03/19	10/04/19	1,713,945.31	1.34	6,981.32	1,705,987.82	1,732,671.96
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	794.57	448,221.57	457,804.71
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	1,765.71	998,272.14	1,017,343.80
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	5,561.99	3,139,391.62	3,204,632.97
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	6,812.15	1,203,258.05	1,226,812.56
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	8,774.17	1,503,310.52	1,540,781.25
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	17,111.53	4,292,763.66	4,340,312.50
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	AA+	Aaa	05/26/21	05/28/21	475,001.88	0.16	1,938.67	474,946.45	474,875.00
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	479.28	4,153,240.39	4,155,187.50



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	3,175,000.00	AA+	Aaa	02/02/21	02/03/21	3,169,915.04	0.18	1,501.99	3,170,472.68	3,166,070.31
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	347.72	947,564.54	947,328.13
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	805.25	2,191,256.60	2,193,812.50
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	1,304.35	785,342.96	787,265.63
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	3,913.04	3,107,334.18	3,110,625.00
Security Type Sub-Total		37,214,000.00					37,429,292.90	1.08	112,600.56	37,396,827.79	37,810,727.15
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	94.67	663,702.65	664,429.43
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	64.65	664,854.89	668,926.83
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	32.57	668,808.13	669,823.79
Security Type Sub-Total		2,000,000.00					1,996,956.85	0.35	191.89	1,997,365.67	2,003,180.05
Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	NR	NR	11/13/20	11/24/20	190,000.00	1.33	1,050.54	190,000.00	192,002.60
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	AA+	NR	12/16/20	12/23/20	215,000.00	0.48	217.87	215,000.00	215,260.15
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	833.33	100,406.92	103,606.00



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/02/20	07/08/20	255,000.00	1.09	2,484.68	255,000.00	258,876.00
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/07/20	07/09/20	256,494.30	0.89	2,484.68	256,044.77	258,876.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	347.80	235,000.00	234,960.05
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	649.17	475,000.00	477,389.25
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	931.50	450,000.00	451,714.50
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	837.69	640,000.00	640,352.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	A+	A2	01/22/21	02/04/21	195,000.00	0.90	568.47	195,000.00	196,162.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	1,231.79	235,000.00	238,231.25
Security Type Sub-Total		3,245,000.00					3,247,091.30	0.74	11,637.52	3,246,451.69	3,267,430.00
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	30,223.68	AA+	Aaa	04/11/18	04/30/18	30,824.86	2.93	89.66	30,269.01	30,223.68
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,854.58	381,072.90
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	358,716.49	AA+	Aaa	06/12/19	06/17/19	360,033.65	2.23	703.98	359,185.21	364,896.61
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	377,742.77	385,696.89



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	178,704.99	AA+	Aaa	09/11/19	09/16/19	179,818.49	2.08	339.54	179,225.64	181,566.57
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	236,726.09	AA+	Aaa	09/04/19	09/09/19	239,827.44	1.86	449.78	238,167.60	240,516.74
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	31,114.40	AA+	Aaa	12/07/18	12/17/18	31,114.31	3.20	83.05	31,114.36	31,829.72
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	148,231.61	AA+	Aaa	11/20/19	11/26/19	148,228.08	2.09	258.42	148,229.24	151,513.95
Security Type Sub-Total		1,733,717.26					1,745,591.22	2.24	3,557.56	1,738,788.41	1,767,317.06
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	939.58	2,196,544.29	2,209,706.40
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	257.29	950,501.67	954,283.55
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	448.23	1,654,552.92	1,662,462.40
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	57.81	923,005.69	926,993.38
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	109.38	1,746,536.44	1,753,771.25
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	1,743.75	1,616,738.40	1,623,322.62
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	1,346.35	1,374,621.24	1,377,530.00
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,757.61	1,792,289.71	1,798,302.80
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	471.53	699,207.60	701,206.80



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	858.85	1,274,035.88	1,277,198.10
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	423.64	735,101.25	736,122.35
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	671.49	1,164,710.00	1,166,778.95
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	749.30	1,299,676.18	1,301,985.10
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	1,911.35	1,553,712.20	1,556,068.29
Security Type Sub-Total		19,000,000.00					18,972,645.57	0.33	11,746.16	18,981,233.47	19,045,731.99
Corporate Note											
IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	A-	A2	10/30/19	11/01/19	323,966.50	1.99	2,031.25	324,561.48	331,252.68
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	A	A2	07/30/19	08/08/19	164,833.35	2.19	1,113.52	164,934.16	168,640.73
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	445,000.00	A	A2	08/17/20	08/19/20	445,000.00	0.48	608.98	445,000.00	445,248.76
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	850.00	224,983.70	229,234.50
CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	A-	Baa1	05/07/20	05/11/20	366,002.00	1.07	2,253.61	357,927.79	359,990.75
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	1,274.44	199,922.65	205,250.00
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	566.67	99,923.61	102,420.60



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Corporate Note											
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	A	A2	01/23/20	02/03/20	224,948.25	1.71	1,275.00	224,971.14	230,446.35
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	AA-	Aa2	05/11/20	05/13/20	227,902.50	1.12	451.66	226,857.93	230,664.83
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	134.38	214,728.25	217,123.13
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	82.41	130,000.00	132,291.25
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	116.67	279,506.87	283,090.36
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A-	A2	05/11/20	05/13/20	347,642.75	1.02	487.50	339,493.91	344,028.10
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	AA-	A1	06/01/20	06/03/20	474,335.00	0.45	939.44	474,555.45	476,589.35
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RO82	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	288.33	74,929.83	75,762.90
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	AA-	Aa2	02/25/20	02/27/20	446,560.25	1.62	5,914.43	438,384.06	447,417.05
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	220,000.00	A	A2	06/01/20	06/04/20	219,819.60	0.73	624.56	219,877.60	222,143.90
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	A+	A1	05/20/20	05/26/20	499,815.00	1.36	1,800.00	499,872.87	510,787.50
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	425,000.00	A+	A2	11/09/20	11/13/20	425,000.00	0.54	114.11	425,000.00	425,266.48



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Corporate Note											
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2024	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	67.05	275,000.00	275,411.13
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	413.25	379,753.09	380,172.90
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	A-	A2	10/02/20	10/06/20	329,799.00	0.62	3,292.71	324,004.75	325,156.50
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	2,200.00	245,425.44	245,846.25
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	456.25	299,860.26	302,352.00
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	175,000.00	BBB+	A1	04/19/21	04/22/21	175,000.00	0.73	138.59	175,000.00	175,490.88
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCRO	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	1,418.33	320,792.87	326,720.40
MORGAN STANLEY CORP NOTES DTD 04/24/2018 3.737% 04/24/2024	61744YAO1	325,000.00	BBB+	A1	10/02/20	10/06/20	349,755.25	1.52	1,248.26	345,209.15	344,800.95
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	815,000.00	AA-	A1	05/10/21	05/12/21	813,810.10	0.50	193.56	813,831.81	816,418.10
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	37.29	51,012.23	51,201.05
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	223.73	300,000.00	307,206.30
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	59.58	324,666.02	325,453.05



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Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	83.13	474,372.21	475,297.83
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	BBB+	A3	05/25/21	05/28/21	494,955.45	0.70	28.88	494,955.61	495,435.11
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,373.87	106,979.08	107,144.70
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	3,091.20	241,461.21	241,075.58
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,570.83	166,648.38	167,224.98
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	395.44	475,000.00	477,557.40
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	AA-	A1	03/09/21	03/11/21	240,104.25	1.00	1,907.81	239,179.96	240,446.93
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	484.41	295,000.00	293,460.10
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 02/20/2015 2.900% 03/01/2025	539830BE8	225,000.00	A-	A3	03/10/21	03/12/21	240,990.75	1.07	1,631.25	240,038.36	242,345.25
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	1,439.16	238,280.39	240,594.30
BURLINGTON NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	1,125.00	241,122.44	242,154.90



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Corporate Note											
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	370.00	230,040.10	231,132.83
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	257.51	350,899.39	352,221.45
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A2	05/24/21	06/01/21	595,000.00	0.82	0.00	595,000.00	596,500.59
Security Type Sub-Total		13,391,000.00					13,665,174.79	0.97	44,434.05	13,608,964.05	13,716,470.68
Certificate of Deposit											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	725,000.00	A-1	P-1	08/05/20	08/07/20	725,000.00	0.52	3,120.72	725,000.00	726,473.20
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	A-1	P-1	02/14/20	02/19/20	875,000.00	1.80	4,681.25	875,000.00	884,143.75
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	725,000.00	A	A1	07/10/20	07/14/20	725,000.00	0.70	2,030.00	725,000.00	728,623.55
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.84	3,905.56	800,000.00	817,037.60
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.85	3,926.67	800,000.00	817,136.80
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	8,974.58	875,000.00	899,225.25
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A+	Aa3	03/19/21	03/23/21	725,000.00	0.59	831.74	725,000.00	725,819.25
Security Type Sub-Total		5,525,000.00					5,525,000.00	1.38	27,470.52	5,525,000.00	5,598,459.40
Bank Note											



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Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	7,148.26	432,882.92	450,818.75
Security Type Sub-Total		425,000.00					454,818.00	1.28	7,148.26	432,882.92	450,818.75
Asset-Backed Security											
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	146,796.98	AAA	Aaa	07/16/19	07/24/19	146,788.64	2.27	148.10	146,793.84	147,342.99
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	AAA	NR	10/01/19	10/04/19	219,996.52	1.99	133.77	219,998.36	221,581.38
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	99,218.08	AAA	Aaa	12/04/18	12/12/18	99,216.89	3.20	141.11	99,217.62	99,977.93
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	294,745.17	AAA	Aaa	11/20/18	11/28/18	294,701.11	3.16	413.95	294,727.86	297,727.99
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	155,175.79	AAA	Aaa	10/31/18	11/07/18	155,142.23	3.19	219.32	155,162.02	156,800.48
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	71,877.78	AAA	NR	02/19/19	02/27/19	71,875.85	2.83	73.46	71,876.92	72,747.54
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	218,546.31	AAA	Aaa	11/15/18	11/21/18	218,537.12	3.25	217.03	218,542.39	221,064.05
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	134,251.85	AAA	NR	07/18/18	07/25/18	134,233.55	3.13	186.76	134,244.23	135,620.87
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	204,375.33	AAA	NR	04/03/19	04/10/19	204,348.43	2.66	241.62	204,362.22	206,716.98
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	406,570.19	AAA	Aaa	12/04/18	12/12/18	406,492.28	3.22	581.85	406,534.97	412,264.77
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	AAA	Aaa	08/20/19	08/27/19	189,998.42	1.78	150.31	189,999.12	191,929.62
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	AAA	Aaa	09/22/20	09/29/20	229,977.97	0.45	31.63	229,983.08	230,616.86



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Asset-Backed Security											
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	151,871.17	NR	Aaa	02/05/19	02/13/19	151,852.83	2.91	196.42	151,862.02	153,603.15
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	162,591.15	AAA	NR	10/17/18	10/24/18	162,589.66	3.36	242.80	162,590.45	165,316.11
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	419,952.08	NR	Aaa	03/19/19	03/22/19	419,881.41	2.78	518.87	419,916.01	425,318.23
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	325,241.52	NR	Aaa	02/05/19	02/13/19	325,192.25	2.90	419.20	325,216.49	329,702.57
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	AAA	NR	09/15/20	09/23/20	124,993.66	0.40	22.22	124,995.05	125,304.66
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	161,427.26	AAA	Aaa	05/21/19	05/30/19	161,394.56	2.51	180.08	161,409.26	163,433.17
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	199,293.63	NR	Aaa	01/08/19	01/16/19	199,271.57	2.97	246.63	199,282.41	201,661.44
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	189,948.82	AAA	Aaa	04/30/19	05/08/19	189,907.07	2.65	222.87	189,925.81	192,522.02
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	AAA	Aaa	03/02/21	03/10/21	174,994.45	0.29	8.46	174,994.89	175,059.62
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	261,807.84	NR	Aaa	06/19/19	06/26/19	261,787.57	2.34	272.28	261,796.01	264,385.10
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	262,228.60	AAA	Aaa	04/09/19	04/17/19	262,207.27	2.65	289.54	262,216.64	265,487.21
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	218,050.19	AAA	NR	04/09/19	04/17/19	218,027.91	2.68	259.72	218,037.55	221,628.68
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,971.92	250,462.28
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,972.75	563,790.26



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	AAA	NR	05/18/21	05/26/21	359,943.48	0.35	17.00	359,943.79	359,874.58
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,982.35	218,927.71
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	AAA	NR	08/28/19	09/05/19	799,798.56	1.73	611.56	799,869.39	814,940.96
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	1.87	166.22	199,968.77	202,442.14
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	AAA	Aaa	07/21/20	07/27/20	319,975.36	0.44	62.58	319,980.30	320,739.46
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,951.78	337,972.60
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	AAA	NR	07/08/20	07/15/20	194,985.28	0.48	15.60	194,988.30	195,692.76
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,965.25	249,997.46
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	AAA	NR	07/14/20	07/22/20	309,941.97	0.48	66.13	309,953.30	310,826.77
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	AAA	NR	06/16/20	06/23/20	314,975.40	0.55	77.00	314,980.36	316,480.06
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,913.61	501,933.80
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	AAA	NR	06/16/20	06/24/20	269,978.83	0.63	75.60	269,982.88	271,556.23
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,958.33	210,123.09
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,979.41	200,039.04



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,952.64	224,991.70
Security Type Sub-Total		10,523,969.74					10,522,530.89	1.77	7,688.46	10,523,000.35	10,628,604.32
Managed Account Sub-Total		93,057,687.00					93,559,101.52	1.00	226,474.98	93,450,514.35	94,288,739.40
Securities Sub-Total		\$93,057,687.00					\$93,559,101.52	1.00%	\$226,474.98	\$93,450,514.35	\$94,288,739.40
Accrued Interest											\$226,474.98
Total Investments											\$94,515,214.38

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
BUY										
04/28/21	05/04/21	CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	(350,917.00)	0.00	(350,917.00)			
05/04/21	05/06/21	US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	(3,109,570.31)	(733.70)	(3,110,304.01)			
05/10/21	05/12/21	AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	815,000.00	(813,810.10)	0.00	(813,810.10)			
05/10/21	05/17/21	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	(474,363.50)	0.00	(474,363.50)			
05/17/21	05/19/21	UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	(324,662.00)	0.00	(324,662.00)			
05/18/21	05/26/21	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	(359,943.48)	0.00	(359,943.48)			
05/24/21	06/01/21	JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	(595,000.00)	0.00	(595,000.00)			
05/25/21	05/28/21	ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	(494,955.45)	0.00	(494,955.45)			
05/26/21	05/28/21	US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	(475,001.88)	(1,874.59)	(476,876.47)			
Transaction Type Sub-Total				6,879,000.00	(6,998,223.72)	(2,608.29)	(7,000,832.01)			
INTEREST										
05/01/21	05/01/21	PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	0.00	806.25	806.25			
05/01/21	05/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	416,375.83	0.00	791.11	791.11			
05/01/21	05/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	157,004.68	0.00	452.89	452.89			
05/01/21	05/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/01/21	05/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	35,113.59	0.00	104.17	104.17			
	05/01/21	05/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	359,707.01	0.00	705.93	705.93			
	05/01/21	05/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
	05/01/21	05/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	52,446.43	0.00	139.99	139.99			
	05/05/21	05/05/21	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	2,605,000.00	0.00	4,884.38	4,884.38			
	05/06/21	05/06/21	FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	2,000,000.00	0.00	2,513.89	2,513.89			
	05/10/21	05/10/21	PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	400,000.00	0.00	5,300.00	5,300.00			
	05/11/21	05/11/21	APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	0.00	1,050.00	1,050.00			
	05/11/21	05/11/21	CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	0.00	741.65	741.65			
	05/13/21	05/13/21	BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	425,000.00	0.00	1,141.13	1,141.13			
	05/15/21	05/15/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	0.00	78.00	78.00			
	05/15/21	05/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	460,883.43	0.00	1,067.71	1,067.71			
	05/15/21	05/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
	05/15/21	05/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	176,683.88	0.00	369.56	369.56			
	05/15/21	05/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	335,889.66	0.00	884.51	884.51			
	05/15/21	05/15/21	GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	0.00	5,484.38	5,484.38			



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/15/21	05/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	152,238.81	0.00	397.09	397.09			
	05/15/21	05/15/21	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	0.00	41.67	41.67			
	05/15/21	05/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	355,698.87	0.00	859.61	859.61			
	05/15/21	05/15/21	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	0.00	124.00	124.00			
	05/15/21	05/15/21	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	0.00	141.75	141.75			
	05/15/21	05/15/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	35.89	35.89			
	05/15/21	05/15/21	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
	05/15/21	05/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	168,018.29	0.00	407.44	407.44			
	05/15/21	05/15/21	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	36,751.33	0.00	88.82	88.82			
	05/15/21	05/15/21	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
	05/15/21	05/15/21	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			
	05/15/21	05/15/21	CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	350,000.00	0.00	2,936.50	2,936.50			
	05/15/21	05/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	183,667.32	0.00	347.44	347.44			
	05/15/21	05/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	450,164.77	0.00	1,207.94	1,207.94			
	05/15/21	05/15/21	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	0.00	144.38	144.38			
	05/15/21	05/15/21	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	0.00	117.33	117.33			
	05/15/21	05/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	234,681.00	0.00	524.12	524.12			



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/15/21	05/15/21	US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	0.00	5,187.50	5,187.50			
	05/15/21	05/15/21	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	0.00	1,146.67	1,146.67			
	05/15/21	05/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	179,011.86	0.00	501.23	501.23			
	05/15/21	05/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	227,319.03	0.00	503.89	503.89			
	05/15/21	05/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	174,816.18	0.00	463.26	463.26			
	05/15/21	05/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	117,509.66	0.00	313.36	313.36			
	05/15/21	05/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	291,129.37	0.00	567.70	567.70			
	05/15/21	05/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	209,000.21	0.00	459.80	459.80			
	05/15/21	05/15/21	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	112.12	112.12			
	05/16/21	05/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	221,639.81	0.00	548.56	548.56			
	05/16/21	05/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	287,371.22	0.00	634.61	634.61			
	05/17/21	05/17/21	GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	0.00	852.55	852.55			
	05/18/21	05/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	79,809.01	0.00	188.22	188.22			
	05/19/21	05/19/21	MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	200,000.00	0.00	2,750.00	2,750.00			
	05/20/21	05/20/21	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
	05/20/21	05/20/21	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	0.00	86.25	86.25			



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/20/21	05/20/21	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
	05/20/21	05/20/21	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
	05/20/21	05/20/21	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	78.54	78.54			
	05/20/21	05/20/21	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
	05/20/21	05/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	250,263.54	0.00	677.80	677.80			
	05/22/21	05/22/21	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	2,675,000.00	0.00	3,343.75	3,343.75			
	05/24/21	05/24/21	INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	0.00	1,662.50	1,662.50			
	05/24/21	05/24/21	INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	0.00	837.50	837.50			
	05/25/21	05/25/21	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	0.00	42.29	42.29			
	05/25/21	05/25/21	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	0.00	78.00	78.00			
Transaction Type Sub-Total					27,808,194.79	0.00	59,847.26	59,847.26			
PAYDOWNS											
	05/01/21	05/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	4,889.91	4,889.91	0.00	4,889.91	(97.26)	0.00	
	05/01/21	05/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	21,332.03	21,332.03	0.00	21,332.03	0.07	0.00	
	05/01/21	05/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	538.35	538.35	0.00	538.35	(7.05)	0.00	
	05/01/21	05/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	406.40	406.40	0.00	406.40	(2.53)	0.00	
	05/01/21	05/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	8,773.07	8,773.07	0.00	8,773.07	0.21	0.00	



Managed Account Security Transactions & Interest

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CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	05/01/21	05/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	990.52	990.52	0.00	990.52	(3.64)	0.00	
	05/15/21	05/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	41,144.49	41,144.49	0.00	41,144.49	6.15	0.00	
	05/15/21	05/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	30,457.35	30,457.35	0.00	30,457.35	4.61	0.00	
	05/15/21	05/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	36,870.34	36,870.34	0.00	36,870.34	2.09	0.00	
	05/15/21	05/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	43,594.58	43,594.58	0.00	43,594.58	8.35	0.00	
	05/15/21	05/15/21	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	36,751.33	36,751.33	0.00	36,751.33	2.87	0.00	
	05/15/21	05/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	18,291.58	18,291.58	0.00	18,291.58	0.22	0.00	
	05/15/21	05/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	16,147.12	16,147.12	0.00	16,147.12	1.95	0.00	
	05/15/21	05/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	16,420.71	16,420.71	0.00	16,420.71	0.15	0.00	
	05/15/21	05/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	15,256.62	15,256.62	0.00	15,256.62	3.09	0.00	
	05/15/21	05/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	40,931.35	40,931.35	0.00	40,931.35	6.89	0.00	
	05/15/21	05/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	22,943.70	22,943.70	0.00	22,943.70	3.02	0.00	
	05/15/21	05/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	16,630.81	16,630.81	0.00	16,630.81	1.70	0.00	
	05/15/21	05/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	17,986.96	17,986.96	0.00	17,986.96	2.45	0.00	
	05/15/21	05/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	19,640.39	19,640.39	0.00	19,640.39	4.25	0.00	
	05/15/21	05/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	29,321.53	29,321.53	0.00	29,321.53	2.27	0.00	
	05/15/21	05/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	19,051.39	19,051.39	0.00	19,051.39	4.19	0.00	



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
05/16/21	05/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	25,142.62	25,142.62	0.00	25,142.62	2.05	0.00	
05/16/21	05/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	22,346.18	22,346.18	0.00	22,346.18	2.47	0.00	
05/18/21	05/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	7,931.23	7,931.23	0.00	7,931.23	0.21	0.00	
05/20/21	05/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	31,717.23	31,717.23	0.00	31,717.23	1.33	0.00	
Transaction Type Sub-Total				545,507.79	545,507.79	0.00	545,507.79	(49.89)	0.00	
SELL										
04/28/21	05/03/21	CITIGROUP INC CORP NOTES DTD 10/25/2013 3.875% 10/25/2023	172967HD6	325,000.00	353,307.50	279.86	353,587.36	(3,217.50)	2,696.97	FIFO
05/04/21	05/06/21	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 10/09/2020 0.400% 10/10/2023	24422EVJ5	100,000.00	100,237.00	28.89	100,265.89	353.00	330.88	FIFO
05/04/21	05/06/21	FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	2,000,000.00	1,999,780.00	0.00	1,999,780.00	1,580.00	1,281.09	FIFO
05/04/21	05/06/21	US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	950,000.00	962,802.73	4,674.55	967,477.28	30,095.70	16,979.03	FIFO
05/11/21	05/12/21	CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913O3A5	420,000.00	429,126.60	1,463.00	430,589.60	9,710.40	9,383.34	FIFO
05/11/21	05/12/21	CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913O3C1	250,000.00	256,415.00	2,356.25	258,771.25	6,530.00	6,476.37	FIFO
05/18/21	05/19/21	PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	125,000.00	128,038.75	82.81	128,121.56	3,106.25	3,060.68	FIFO
05/18/21	05/19/21	MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	200,000.00	205,042.00	0.00	205,042.00	6,368.00	5,468.05	FIFO
05/21/21	05/26/21	BRANCH BANKING & TRUST (CALLABLE) CORP N DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	300,000.00	308,436.00	3,965.00	312,401.00	8,445.00	8,438.95	FIFO



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest		Cost	Amort Cost		Method
SELL											
05/25/21	06/01/21	JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	525,000.00	537,741.75	2,806.13	540,547.88	12,741.75	12,741.75	FIFO	
05/26/21	05/28/21	BRANCH BANKING & TRUST (CALLABLE) CORP N DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	100,000.00	102,820.00	1,338.61	104,158.61	2,823.00	2,820.98	FIFO	
05/26/21	05/28/21	PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	275,000.00	281,597.25	364.38	281,961.63	6,745.75	6,644.27	FIFO	
05/26/21	05/28/21	US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	100,000.00	101,777.34	704.42	102,481.76	1,886.71	1,804.02	FIFO	
05/26/21	05/28/21	WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	468,286.25	8,677.08	476,963.33	(9,231.00)	8,637.56	FIFO	
Transaction Type Sub-Total				6,095,000.00	6,235,408.17	26,740.98	6,262,149.15	77,937.06	86,763.94		
Managed Account Sub-Total					(217,307.76)	83,979.95	(133,327.81)	77,887.17	86,763.94		
Total Security Transactions					(\$217,307.76)	\$83,979.95	(\$133,327.81)	\$77,887.17	\$86,763.94		


Bolded items are forward settling trades.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer 

SUBJECT: Approval of Treasurer's Report for June 2021

RECOMMENDED ACTION

It is recommended that the City Council receive and file the June 2021 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

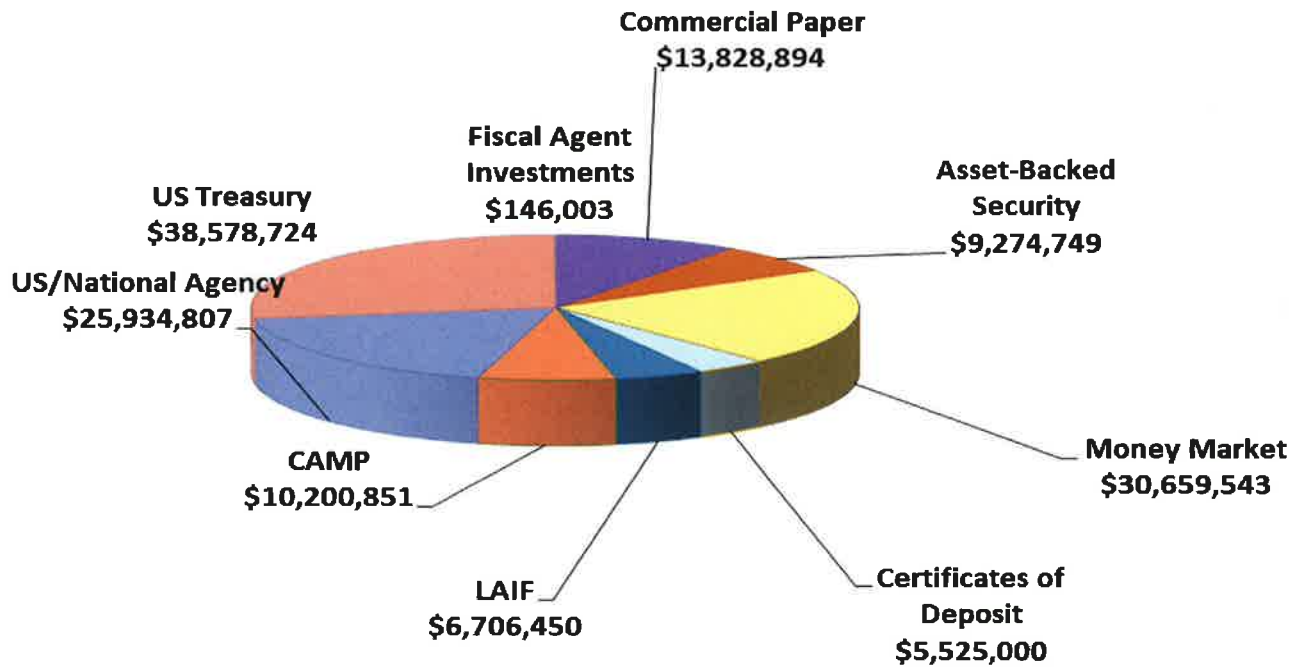
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

June 30, 2021



Total of City and Fiscal Agent Investments = \$140,855,021

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



Lauren Posada
City Treasurer



Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	2
Antioch Development Agency 2009 Tax Allocation Bonds	146,000
	<u>\$146,003</u>



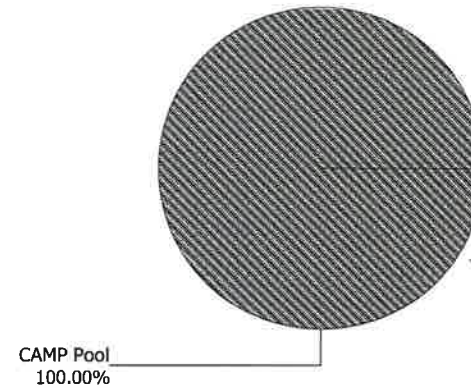
Account Statement - Transaction Summary

For the Month Ending **June 30, 2021**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,200,429.36
Purchases	421.17
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,200,850.53
Cash Dividends and Income	421.17

Asset Summary		
	June 30, 2021	May 31, 2021
CAMP Pool	10,200,850.53	10,200,429.36
Total	\$10,200,850.53	\$10,200,429.36
Asset Allocation		





Managed Account Summary Statement

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account		Cash Transactions Summary - Managed Account	
Opening Market Value	\$94,288,739.40	Maturities/Calls	0.00
Maturities/Calls	(477,927.95)	Sale Proceeds	3,686,706.69
Principal Dispositions	(3,130,371.28)	Coupon/Interest/Dividend Income	48,487.75
Principal Acquisitions	3,268,440.86	Principal Payments	477,927.95
Unsettled Trades	0.00	Security Purchases	(3,864,515.41)
Change in Current Value	(229,133.11)	Net Cash Contribution	(348,606.98)
Closing Market Value	\$93,719,747.92	Reconciling Transactions	0.00
Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	67,081.41	Closing Cash Balance	\$0.00
Less Purchased Interest Related to Interest/Coupons	(1,074.55)		
Plus Net Realized Gains/Losses	58,813.84		
Total Cash Basis Earnings	\$124,820.70		
Earnings Reconciliation (Accrual Basis)		Total	
Ending Amortized Value of Securities	93,142,173.37		
Ending Accrued Interest	251,151.63		
Plus Proceeds from Sales	3,146,158.81		
Plus Proceeds of Maturities/Calls/Principal Payments	477,927.95		
Plus Coupons/Dividends Received	48,487.75		
Less Cost of New Purchases	(3,269,515.41)		
Less Beginning Amortized Value of Securities	(93,450,514.35)		
Less Beginning Accrued Interest	(226,474.98)		
Total Accrual Basis Earnings	\$119,394.77		



Portfolio Summary and Statistics

For the Month Ending **June 30, 2021**

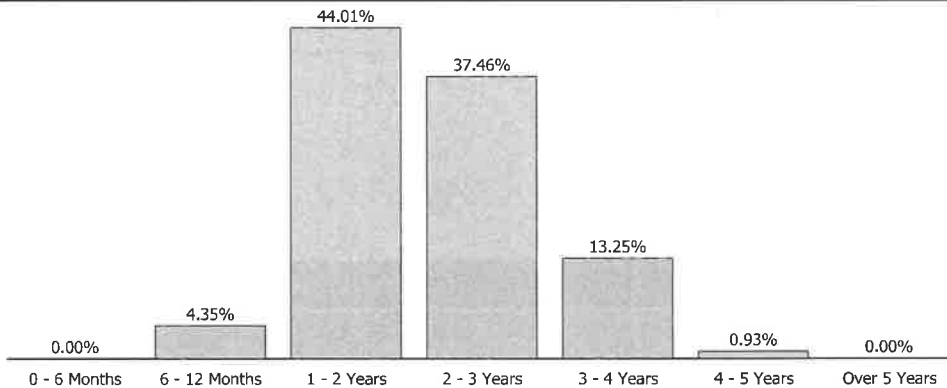
CITY OF ANTIOCH, CA - 04380500

Account Summary

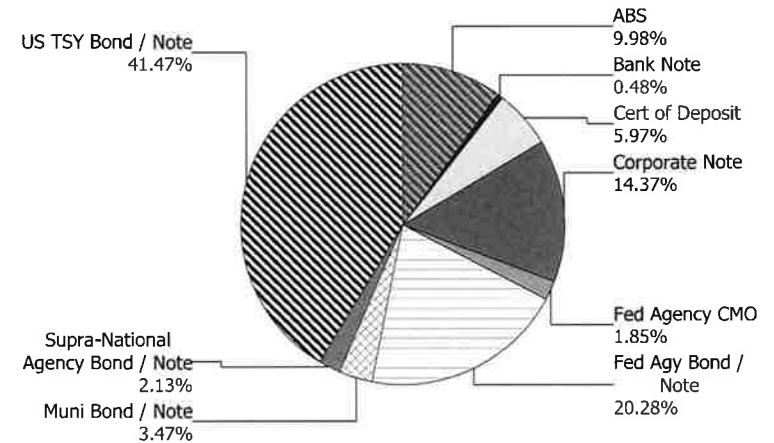
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	38,310,000.00	38,864,350.06	41.47
Supra-National Agency Bond / Note	2,000,000.00	1,999,338.60	2.13
Municipal Bond / Note	3,245,000.00	3,256,313.40	3.47
Federal Agency Collateralized Mortgage Obligation	1,704,219.34	1,735,826.34	1.85
Federal Agency Bond / Note	19,000,000.00	19,008,212.64	20.28
Corporate Note	13,201,000.00	13,464,666.94	14.37
Certificate of Deposit	5,525,000.00	5,592,341.31	5.97
Bank Note	425,000.00	449,639.38	0.48
Asset-Backed Security	9,275,539.71	9,349,059.25	9.98
Managed Account Sub-Total	92,685,759.05	93,719,747.92	100.00%
Accrued Interest		251,151.63	
Total Portfolio	92,685,759.05	93,970,899.55	

Unsettled Trades **0.00** **0.00**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	0.94%
Yield to Maturity at Market	0.46%
Weighted Average Days to Maturity	768



Managed Account Issuer Summary

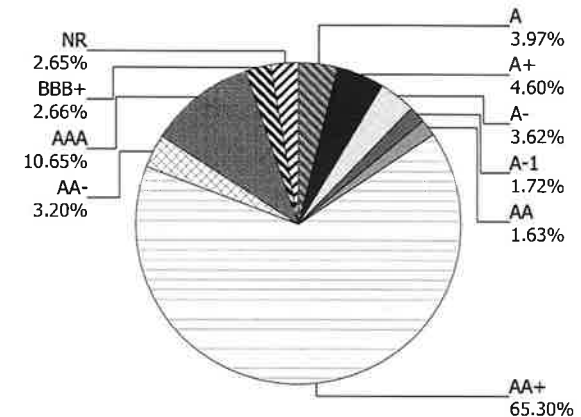
For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	332,077.85	0.35
ALLY AUTO RECEIVABLES TRUST	137,923.79	0.15
AMAZON.COM INC	1,289,188.10	1.38
APPLE INC	511,277.27	0.55
ASTRAZENECA PLC	494,379.27	0.53
BANK OF AMERICA CO	822,630.75	0.88
BMW FINANCIAL SERVICES NA LLC	175,135.96	0.19
BMW VEHICLE OWNER TRUST	195,539.92	0.21
BRISTOL-MYERS SQUIBB CO	591,633.24	0.63
BURLINGTON NORTHERN SANTA FE	241,857.00	0.26
CALIFORNIA DEPARTMENT OF WATER RESOURCES	448,353.00	0.48
CALIFORNIA EARTHQUAKE AUTHORITY	191,808.80	0.20
CAPITAL ONE FINANCIAL CORP	149,618.95	0.16
CARMAX AUTO OWNER TRUST	950,586.41	1.01
CATERPILLAR INC	473,226.35	0.50
CHARLES SCHWAB	301,580.40	0.32
CHEVRON CORPORATION	577,637.43	0.62
CITIGROUP INC	706,583.50	0.75
CLOROX COMPANY	359,165.80	0.38
COMCAST CORP	324,855.90	0.35
CREDIT SUISSE GROUP RK	1,452,478.78	1.55
DEERE & COMPANY	729,254.59	0.78
DISCOVER FINANCIAL SERVICES	336,885.45	0.36
DNB ASA	897,838.38	0.96
EXXON MOBIL CORP	468,713.93	0.50
FANNIE MAE	6,276,002.55	6.70
FIFTH THIRD AUTO TRUST	175,025.16	0.19
FLORIDA STATE BOARD OF ADMIN FIN CORP	237,342.95	0.25
FORD CREDIT AUTO OWNER TRUST	386,341.97	0.41
FREDDIE MAC	14,468,036.43	15.43
GENERAL DYNAMICS CORP	342,891.90	0.37
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	422,227.44	0.45

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	589,744.66	0.63
GOLDMAN SACHS GROUP INC	768,879.68	0.82
HARLEY-DAVIDSON MOTORCYCLE TRUST	440,384.65	0.47
HONDA AUTO RECEIVABLES	505,103.34	0.54
HONEYWELL INTERNATIONAL	268,143.06	0.29
HYUNDAI AUTO RECEIVABLES	778,229.86	0.83
IBM CORP	653,427.88	0.70
INTER-AMERICAN DEVELOPMENT BANK	667,880.78	0.71
INTL BANK OF RECONSTRUCTION AND DEV	1,331,457.82	1.42
JP MORGAN CHASE & CO	887,213.10	0.95
KUBOTA CREDIT OWNER TRUST	209,861.75	0.22
LOS ANGELES COMMUNITY COLLEGE DISTRICT	235,690.90	0.25
MERCEDES-BENZ AUTO LEASE TRUST	125,191.10	0.13
MERCEDES-BENZ AUTO RECEIVABLES	316,209.98	0.34
MERCK & CO INC	239,661.00	0.26
MORGAN STANLEY	518,752.36	0.55
NEW JERSEY TURNPIKE AUTHORITY	194,598.30	0.21
NEW YORK & NEW JERSEY PORT AUTHORITY	516,614.70	0.55
NEW YORK ST URBAN DEVELOPMENT CORP	852,482.50	0.91
NISSAN AUTO LEASE TRUST	110,386.88	0.12
NISSAN AUTO RECEIVABLES	669,716.92	0.71
NORDEA BANK ABP	815,316.80	0.87
PACCAR FINANCIAL CORP	75,635.93	0.08
PEPSICO INC	216,679.15	0.23
PNC FINANCIAL SERVICES GROUP	449,639.38	0.48
SKANDINAVISKA ENSKILDA BANKEN AB	815,408.80	0.87
SOCIETE GENERALE	882,892.50	0.94
STATE OF CONNECTICUT	103,249.00	0.11
STATE OF MARYLAND	476,173.25	0.51
SUMITOMO MITSUI FINANCIAL GROUP INC	728,406.05	0.78
THE BANK OF NEW YORK MELLON CORPORATION	435,315.50	0.46
Toyota Lease Owner Trust	250,175.02	0.27
TOYOTA MOTOR CORP	969,491.59	1.03



Managed Account Issuer Summary

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
UNITED STATES TREASURY	38,864,350.06	41.46
UNITEDHEALTH GROUP INC	324,096.50	0.35
VERIZON OWNER TRUST	1,282,819.44	1.37
VOLKSWAGEN AUTO LEASE TURST	218,778.55	0.23
VOLKSWAGEN OF AMERICA	192,465.25	0.21
WORLD OMNI AUTO REC TRUST	271,124.71	0.29
Total	\$93,719,747.92	100.00%



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	1,000,000.00	AA+	Aaa	03/01/19	03/05/19	998,906.25	2.54	9,392.27	999,767.65	1,015,156.20
US TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	4,970.29	1,050,197.24	1,067,882.76
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	AA+	Aaa	07/01/19	07/03/19	802,718.75	1.76	6,256.91	800,955.43	815,250.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	AA+	Aaa	06/03/19	06/05/19	3,377,768.55	1.85	26,396.32	3,375,949.29	3,439,335.94
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,350,000.00	AA+	Aaa	08/02/19	08/05/19	1,347,310.55	1.69	7,332.37	1,348,978.87	1,373,625.00
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,700,000.00	AA+	Aaa	10/03/19	10/04/19	1,713,945.31	1.34	9,233.36	1,705,593.88	1,729,750.00
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	1,301.74	448,328.06	457,101.54
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	2,892.76	998,375.60	1,015,781.20
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	9,112.19	3,140,026.85	3,199,710.78
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	8,303.87	1,203,093.23	1,224,375.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	10,949.59	1,503,147.44	1,537,031.25
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	21,954.42	4,290,707.71	4,331,679.90
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	AA+	Aaa	05/26/21	05/28/21	475,001.88	0.16	2,419.34	474,530.77	473,497.52
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	1,325.07	4,153,132.01	4,143,515.63



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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	3,175,000.00	AA+	Aaa	02/02/21	02/03/21	3,169,915.04	0.18	1,830.89	3,170,614.46	3,156,148.44
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	446.13	947,638.41	943,914.11
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	1,033.15	2,191,521.82	2,185,906.36
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	2,527.17	784,346.45	783,281.25
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	26.89	244,577.42	244,500.93
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	7,581.52	3,104,754.03	3,095,625.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	1,016.39	828,771.00	825,500.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	2,223.36	1,813,716.10	1,805,781.25
Security Type Sub-Total		38,310,000.00					38,619,755.64	0.97	138,526.00	38,578,723.72	38,864,350.06
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	163.94	663,759.22	663,382.06
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	341.74	664,860.92	667,880.78
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	172.15	668,847.60	668,075.76
Security Type Sub-Total		2,000,000.00					1,996,956.85	0.35	677.83	1,997,467.74	1,999,338.60
Municipal Bond / Note											



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Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	NR	NR	11/13/20	11/24/20	190,000.00	1.33	1,260.65	190,000.00	191,808.80
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	AA+	NR	12/16/20	12/23/20	215,000.00	0.48	303.87	215,000.00	214,978.50
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	1,000.00	100,390.86	103,249.00
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/02/20	07/08/20	255,000.00	1.09	2,715.46	255,000.00	258,307.35
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/07/20	07/09/20	256,494.30	0.89	2,715.46	256,003.53	258,307.35
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	434.75	235,000.00	235,690.90
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	811.46	475,000.00	476,173.25
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	155.25	450,000.00	448,353.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	1,168.36	640,000.00	637,504.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	A+	A2	01/22/21	02/04/21	195,000.00	0.90	714.24	195,000.00	194,598.30
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	1,478.15	235,000.00	237,342.95
Security Type Sub-Total		3,245,000.00					3,247,091.30	0.74	12,757.65	3,246,394.39	3,256,313.40
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	9,632.10	AA+	Aaa	04/11/18	04/30/18	9,823.69	2.93	28.58	9,641.84	9,632.10



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Federal Agency Collateralized Mortgage Obligation											
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,866.53	380,759.67
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	357,769.50	AA+	Aaa	06/12/19	06/17/19	359,083.18	2.23	702.12	358,201.48	364,241.43
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	377,583.92	384,439.18
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	178,314.91	AA+	Aaa	09/11/19	09/16/19	179,425.98	2.08	338.80	178,805.98	181,051.70
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	236,209.36	AA+	Aaa	09/04/19	09/09/19	239,303.94	1.86	448.80	237,568.98	239,834.71
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	31,041.27	AA+	Aaa	12/07/18	12/17/18	31,041.18	3.20	82.85	31,041.23	31,682.71
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	141,252.20	AA+	Aaa	11/20/19	11/26/19	141,248.84	2.09	246.25	141,250.01	144,184.84
Security Type Sub-Total		1,704,219.34					1,715,671.20	2.23	3,480.53	1,708,959.97	1,735,826.34
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	1,627.08	2,196,694.98	2,206,109.40
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	554.17	950,480.26	952,524.15
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	965.41	1,654,572.00	1,659,397.34
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	250.52	923,088.79	925,339.48
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	473.96	1,746,680.75	1,750,642.25
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAE54	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	56.25	1,616,868.00	1,620,302.94



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Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	1,632.81	1,374,636.01	1,374,784.12
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	2,131.57	1,792,395.45	1,794,718.19
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	617.36	699,236.80	699,734.00
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	1,124.48	1,274,071.41	1,274,515.50
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	576.77	735,097.58	734,555.33
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	914.20	1,164,720.50	1,164,295.17
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	1,020.14	1,299,687.90	1,299,213.50
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	291.56	1,553,754.38	1,552,081.27
Security Type Sub-Total		19,000,000.00					18,972,645.57	0.33	12,236.28	18,981,984.81	19,008,212.64
Corporate Note											
IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	A-	A2	10/30/19	11/01/19	323,966.50	1.99	2,539.06	324,592.36	330,524.68
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	A	A2	07/30/19	08/08/19	164,833.35	2.19	1,409.15	164,938.72	168,119.16
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	100,000.00	A	A2	08/17/20	08/19/20	100,000.00	0.48	177.10	100,000.00	100,023.90
APPLE INC CORPORATE NOTES DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	1,168.75	224,984.75	228,931.43



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Corporate Note											
CLOXOX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	A-	Baa1	05/07/20	05/11/20	366,002.00	1.07	3,143.19	357,300.26	359,165.80
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	1,582.78	199,926.48	204,606.80
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	708.33	99,927.37	102,177.80
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	A	A2	01/23/20	02/03/20	224,948.25	1.71	1,593.75	224,972.56	229,900.05
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	AA-	Aa2	05/11/20	05/13/20	227,902.50	1.12	746.23	226,776.32	229,763.03
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	268.75	214,739.91	216,679.15
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	206.01	130,000.00	131,950.13
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	291.67	279,527.74	282,345.84
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A-	A2	05/11/20	05/13/20	347,642.75	1.02	1,401.56	338,857.28	342,891.90
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	AA	A1	06/01/20	06/03/20	474,335.00	0.45	147.78	474,573.67	475,962.35
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	38.33	74,932.69	75,635.93
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	AA-	Aa2	02/25/20	02/27/20	446,560.25	1.62	263.70	437,850.83	445,687.30
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	220,000.00	A	A2	06/01/20	06/04/20	219,819.60	0.73	752.89	219,882.40	221,376.54



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Corporate Note											
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	A+	A1	05/20/20	05/26/20	499,815.00	1.36	2,362.50	499,877.55	509,909.50
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	425,000.00	A+	A2	11/09/20	11/13/20	425,000.00	0.54	304.30	425,000.00	425,182.33
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	210.74	275,000.00	274,995.60
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	555.75	379,760.81	378,585.64
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	A-	A2	10/02/20	10/06/20	329,799.00	0.62	4,198.96	323,274.38	322,903.20
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	2,950.00	244,816.33	244,378.58
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	643.75	299,864.37	301,580.40
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	175,000.00	BBB+	A1	04/19/21	04/22/21	175,000.00	0.73	245.19	175,000.00	175,209.48
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	2,343.33	320,180.11	324,855.90
MORGAN STANLEY CORP NOTES DTD 04/24/2018 3.737% 04/24/2024	61744YAO1	325,000.00	BBB+	A1	10/02/20	10/06/20	349,755.25	1.52	2,260.37	344,636.11	343,542.88
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	815,000.00	AA	A1	05/10/21	05/12/21	813,810.10	0.50	499.19	813,864.38	813,225.75



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Corporate Note											
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	107.21	50,984.08	51,008.40
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	643.23	300,000.00	306,050.40
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	208.54	324,675.31	324,096.50
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	261.25	474,389.63	473,226.35
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	BBB+	A3	05/25/21	05/28/21	494,955.45	0.70	317.63	494,956.83	494,379.27
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	A	A2	06/07/21	06/10/21	129,837.50	0.49	34.13	129,840.62	129,292.41
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,695.87	106,799.25	106,522.80
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	3,815.70	241,036.17	239,676.30
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,947.83	166,363.41	166,450.91
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	95.81	250,000.00	249,505.50
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	716.06	475,000.00	476,431.65



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	2,423.44	238,841.81	239,661.00
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	622.82	295,000.00	293,165.69
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	1,947.09	237,970.10	238,950.90
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	1,687.50	240,753.23	241,857.00
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	670.00	229,931.47	230,708.70
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	543.64	350,880.52	349,524.70
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A2	05/24/21	06/01/21	595,000.00	0.82	408.57	595,000.00	594,047.41
Security Type Sub-Total		13,201,000.00					13,459,021.54	0.97	51,159.43	13,397,479.81	13,464,666.94
Certificate of Deposit											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	725,000.00	A-1	P-1	08/05/20	08/07/20	725,000.00	0.52	3,434.89	725,000.00	726,322.40
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	A-1	P-1	02/14/20	02/19/20	875,000.00	1.80	5,993.75	875,000.00	882,892.50
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	725,000.00	A	A1	07/10/20	07/14/20	725,000.00	0.70	2,452.92	725,000.00	728,406.05
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.84	5,138.89	800,000.00	815,316.80



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.85	5,166.67	800,000.00	815,408.80
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	1,437.92	875,000.00	897,838.38
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A+	Aa3	03/19/21	03/23/21	725,000.00	0.59	1,188.19	725,000.00	726,156.38
Security Type Sub-Total		5,525,000.00					5,525,000.00	1.38	24,813.23	5,525,000.00	5,592,341.31
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	950.35	431,414.05	449,639.38
Security Type Sub-Total		425,000.00					454,818.00	1.28	950.35	431,414.05	449,639.38
Asset-Backed Security											
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	110,087.31	AAA	Aaa	07/16/19	07/24/19	110,081.06	2.27	111.07	110,085.13	110,386.88
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	217,531.77	AAA	NR	10/01/19	10/04/19	217,528.33	1.99	132.27	217,530.24	218,778.55
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	82,373.39	AAA	Aaa	12/04/18	12/12/18	82,372.40	3.20	117.15	82,373.03	82,913.91
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	257,861.34	AAA	Aaa	11/20/18	11/28/18	257,822.79	3.16	362.15	257,846.96	260,544.49
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	137,841.59	AAA	Aaa	10/31/18	11/07/18	137,811.78	3.19	194.82	137,829.92	138,811.79
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	64,531.83	AAA	NR	02/19/19	02/27/19	64,530.10	2.83	65.95	64,531.10	65,239.75
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	190,481.73	AAA	Aaa	11/15/18	11/21/18	190,473.72	3.25	189.16	190,478.46	192,465.25



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	118,438.09	AAA	NR	07/18/18	07/25/18	118,421.95	3.13	164.76	118,431.64	119,563.73
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	183,103.71	AAA	NR	04/03/19	04/10/19	183,079.61	2.66	216.47	183,092.44	184,819.56
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	364,995.17	AAA	Aaa	12/04/18	12/12/18	364,925.23	3.22	522.35	364,964.83	369,226.60
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	177,695.13	AAA	Aaa	08/20/19	08/27/19	177,693.65	1.78	140.58	177,694.34	179,319.10
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	AAA	Aaa	09/22/20	09/29/20	229,977.97	0.45	31.63	229,983.71	230,435.21
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	136,444.24	NR	Aaa	02/05/19	02/13/19	136,427.76	2.91	176.47	136,436.31	137,923.79
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	147,937.39	AAA	NR	10/17/18	10/24/18	147,936.03	3.36	220.92	147,936.78	149,936.75
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	381,968.02	NR	Aaa	03/19/19	03/22/19	381,903.74	2.78	471.94	381,936.39	386,341.97
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	296,758.08	NR	Aaa	02/05/19	02/13/19	296,713.12	2.90	382.49	296,736.04	300,490.32
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	AAA	NR	09/15/20	09/23/20	124,993.66	0.40	22.22	124,995.21	125,191.10
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	147,873.20	AAA	Aaa	05/21/19	05/30/19	147,843.25	2.51	164.96	147,857.27	149,618.95
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	179,247.32	NR	Aaa	01/08/19	01/16/19	179,227.48	2.97	221.82	179,237.56	181,131.87
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	173,185.43	AAA	Aaa	04/30/19	05/08/19	173,147.36	2.65	203.20	173,165.13	175,025.16
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	AAA	Aaa	03/02/21	03/10/21	174,994.45	0.29	8.46	174,995.05	175,135.96



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	236,244.24	NR	Aaa	06/19/19	06/26/19	236,225.95	2.34	245.69	236,233.89	238,358.13
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	238,145.10	AAA	Aaa	04/09/19	04/17/19	238,125.73	2.65	262.95	238,134.57	241,095.57
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	202,795.63	AAA	NR	04/09/19	04/17/19	202,774.91	2.68	241.55	202,784.22	205,967.25
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,972.72	250,175.02
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,973.52	562,803.30
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	AAA	NR	05/18/21	05/26/21	359,943.48	0.35	37.40	359,945.35	359,309.45
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,982.81	218,684.54
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	1.87	166.22	199,969.53	202,026.52
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	AAA	Aaa	07/21/20	07/27/20	319,975.36	0.44	62.58	319,980.78	320,770.30
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,952.96	336,885.45
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	AAA	NR	07/08/20	07/15/20	194,985.28	0.48	15.60	194,988.59	195,539.92
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,966.06	249,820.91
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	AAA	NR	07/14/20	07/22/20	309,941.97	0.48	66.13	309,954.38	310,549.69
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	AAA	NR	06/16/20	06/23/20	314,975.40	0.55	77.00	314,980.79	316,209.98



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,915.52	501,331.60
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	AAA	NR	06/16/20	06/24/20	269,978.83	0.63	75.60	269,983.24	271,124.71
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,959.15	209,861.75
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,979.80	199,946.70
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,953.46	225,297.77
Security Type Sub-Total		9,275,539.71					9,274,355.14	1.72	6,550.33	9,274,748.88	9,349,059.25
Managed Account Sub-Total		92,685,759.05					93,265,315.24	0.94	251,151.63	93,142,173.37	93,719,747.92
Securities Sub-Total		\$92,685,759.05					\$93,265,315.24	0.94%	\$251,151.63	\$93,142,173.37	\$93,719,747.92
Accrued Interest											\$251,151.63
Total Investments											\$93,970,899.55



Managed Account Security Transactions & Interest

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CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
BUY										
05/24/21	06/01/21	JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	(595,000.00)	0.00	(595,000.00)			
06/02/21	06/07/21	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	(1,814,941.41)	(502.05)	(1,815,443.46)			
06/07/21	06/10/21	GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	(250,000.00)	0.00	(250,000.00)			
06/07/21	06/10/21	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	(129,837.50)	0.00	(129,837.50)			
06/15/21	06/17/21	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	(829,093.75)	(557.38)	(829,651.13)			
06/22/21	06/24/21	US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	(244,568.20)	(15.12)	(244,583.32)			
Transaction Type Sub-Total				3,771,000.00	(3,863,440.86)	(1,074.55)	(3,864,515.41)			
INTEREST										
06/01/21	06/01/21	CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	0.00	931.50	931.50			
06/01/21	06/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	31,114.40	0.00	83.05	83.05			
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			
06/01/21	06/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	148,231.61	0.00	359.74	359.74			
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	358,716.49	0.00	703.98	703.98			
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
06/01/21	06/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	30,223.68	0.00	89.66	89.66			



Managed Account Security Transactions & Interest

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Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	06/01/21	06/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEG04	415,431.08	0.00	789.32	789.32			
	06/02/21	06/02/21	DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	0.00	9,024.17	9,024.17			
	06/03/21	06/03/21	AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	0.00	950.00	950.00			
	06/04/21	06/04/21	FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	0.00	1,943.75	1,943.75			
	06/08/21	06/08/21	PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	0.00	7,437.50	7,437.50			
	06/08/21	06/08/21	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	75,000.00	0.00	300.00	300.00			
	06/15/21	06/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	406,570.19	0.00	1,090.96	1,090.96			
	06/15/21	06/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	162,591.15	0.00	455.26	455.26			
	06/15/21	06/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	419,952.08	0.00	972.89	972.89			
	06/15/21	06/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	99,218.08	0.00	264.58	264.58			
	06/15/21	06/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	134,251.85	0.00	350.17	350.17			
	06/15/21	06/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	189,948.82	0.00	417.89	417.89			
	06/15/21	06/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	261,807.84	0.00	510.53	510.53			
	06/15/21	06/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	218,050.19	0.00	486.98	486.98			
	06/15/21	06/15/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
	06/15/21	06/15/21	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	0.00	141.75	141.75			



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
06/15/21	06/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	155,175.79	0.00	411.22	411.22			
06/15/21	06/15/21	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	0.00	144.38	144.38			
06/15/21	06/15/21	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			
06/15/21	06/15/21	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
06/15/21	06/15/21	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	0.00	1,146.67	1,146.67			
06/15/21	06/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	294,745.17	0.00	776.16	776.16			
06/15/21	06/15/21	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
06/15/21	06/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	325,241.52	0.00	786.00	786.00			
06/15/21	06/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	161,427.26	0.00	337.65	337.65			
06/15/21	06/15/21	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	0.00	124.00	124.00			
06/15/21	06/15/21	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	0.00	117.33	117.33			
06/15/21	06/15/21	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
06/15/21	06/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
06/15/21	06/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	151,871.17	0.00	368.29	368.29			
06/15/21	06/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	204,375.33	0.00	453.03	453.03			
06/15/21	06/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	146,796.98	0.00	277.69	277.69			
06/15/21	06/15/21	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	0.00	41.67	41.67			



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	06/15/21	06/15/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	0.00	97.50	97.50			
	06/16/21	06/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	262,228.60	0.00	579.09	579.09			
	06/16/21	06/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	199,293.63	0.00	493.25	493.25			
	06/18/21	06/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	71,877.78	0.00	169.51	169.51			
	06/20/21	06/20/21	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
	06/20/21	06/20/21	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	0.00	86.25	86.25			
	06/20/21	06/20/21	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
	06/20/21	06/20/21	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	0.00	81.60	81.60			
	06/20/21	06/20/21	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
	06/20/21	06/20/21	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	81.25	81.25			
	06/20/21	06/20/21	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
	06/20/21	06/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	218,546.31	0.00	591.90	591.90			
	06/24/21	06/24/21	CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	0.00	6,780.88	6,780.88			
	06/25/21	06/25/21	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	0.00	78.00	78.00			
	06/25/21	06/25/21	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	0.00	42.29	42.29			
	06/26/21	06/26/21	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAE54	1,620,000.00	0.00	2,025.00	2,025.00			
Transaction Type Sub-Total					18,157,687.00	0.00	48,487.75	48,487.75			



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	06/01/21	06/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	73.13	73.13	0.00	73.13	0.00	0.00	
	06/01/21	06/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	6,979.41	6,979.41	0.00	6,979.41	0.17	0.00	
	06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	946.99	946.99	0.00	946.99	(3.48)	0.00	
	06/01/21	06/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	516.73	516.73	0.00	516.73	(6.77)	0.00	
	06/01/21	06/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	20,591.58	20,591.58	0.00	20,591.58	(409.59)	0.00	
	06/01/21	06/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	390.08	390.08	0.00	390.08	(2.43)	0.00	
	06/15/21	06/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	15,426.93	15,426.93	0.00	15,426.93	1.86	0.00	
	06/15/21	06/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	37,984.06	37,984.06	0.00	37,984.06	6.39	0.00	
	06/15/21	06/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	16,763.39	16,763.39	0.00	16,763.39	3.68	0.00	
	06/15/21	06/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	25,563.60	25,563.60	0.00	25,563.60	1.98	0.00	
	06/15/21	06/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	16,844.69	16,844.69	0.00	16,844.69	0.20	0.00	
	06/15/21	06/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	15,813.76	15,813.76	0.00	15,813.76	2.16	0.00	
	06/15/21	06/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	14,653.76	14,653.76	0.00	14,653.76	0.13	0.00	
	06/15/21	06/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	17,334.20	17,334.20	0.00	17,334.20	3.75	0.00	
	06/15/21	06/15/21	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	12,304.87	12,304.87	0.00	12,304.87	0.10	0.00	
	06/15/21	06/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	13,554.06	13,554.06	0.00	13,554.06	2.75	0.00	
	06/15/21	06/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	21,271.62	21,271.62	0.00	21,271.62	2.80	0.00	



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
PAYDOWNS										
06/15/21	06/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	36,883.83	36,883.83	0.00	36,883.83	5.51	0.00	
06/15/21	06/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	15,254.56	15,254.56	0.00	15,254.56	1.56	0.00	
06/15/21	06/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	36,709.67	36,709.67	0.00	36,709.67	2.09	0.00	
06/15/21	06/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	41,575.02	41,575.02	0.00	41,575.02	7.97	0.00	
06/15/21	06/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	28,483.44	28,483.44	0.00	28,483.44	4.31	0.00	
06/16/21	06/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	24,083.50	24,083.50	0.00	24,083.50	1.96	0.00	
06/16/21	06/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	20,046.31	20,046.31	0.00	20,046.31	2.22	0.00	
06/18/21	06/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	7,345.95	7,345.95	0.00	7,345.95	0.20	0.00	
06/20/21	06/20/21	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	2,468.23	2,468.23	0.00	2,468.23	0.04	0.00	
06/20/21	06/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	28,064.58	28,064.58	0.00	28,064.58	1.18	0.00	
Transaction Type Sub-Total				477,927.95	477,927.95	0.00	477,927.95	(369.26)	0.00	
SELL										
05/25/21	06/01/21	JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	525,000.00	537,741.75	2,806.13	540,547.88	12,741.75	12,741.75	FIFO
06/02/21	06/07/21	US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	1,700,000.00	1,728,953.13	13,149.17	1,742,102.30	30,812.51	29,389.52	FIFO
06/08/21	06/10/21	HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	345,000.00	345,179.40	513.79	345,693.19	179.40	179.40	FIFO
06/15/21	06/17/21	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	814,375.00	76.44	814,451.44	14,576.44	14,503.83	FIFO



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
06/22/21	06/24/21	LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 02/20/2015 2.900% 03/01/2025	539830BE8	225,000.00	241,863.75	2,048.13	243,911.88	873.00	2,095.82	FIFO
Transaction Type Sub-Total				3,595,000.00	3,668,113.03	18,593.66	3,686,706.69	59,183.10	58,910.32	
Managed Account Sub-Total					282,600.12	66,006.86	348,606.98	58,813.84	58,910.32	
Total Security Transactions					\$282,600.12	\$66,006.86	\$348,606.98	\$58,813.84	\$58,910.32	

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Second Reading – Ordinance Amending the Antioch Municipal Code to Authorize Service of Youth Members on City Advisory Boards and Commissions

RECOMMENDED ACTION

It is recommended that the City Council adopt an ordinance amending the Municipal Code to authorize the appointment of youth members 14 to 17 years of age to City advisory boards and/or commissions.

FISCAL IMPACT

There is no projected financial impact for the City.

DISCUSSION

The proposed ordinance will authorize the Mayor to appoint members to an advisory board or commission who are 14 to 17 years of age with the approval of the City Council, so that the City may benefit from a wider range of views, and provide valuable opportunities for young members of the community to become involved in City governance and learn through experience.

The Antioch Municipal Code presently only authorizes “electors” of the City to serve on City boards and commissions, which means that only Antioch residents age 18 and older who are eligible to vote can generally serve on commissions with certain exceptions. However, state law and other municipalities have additionally authorized non-electors, either non-citizens or minors under the age of 18, to serve on advisory boards and commissions.

The nomination and appointment of Antioch youth, ages 14 to 17, for membership on City advisory boards and commissions would support and advance the youth development principals adopted by the Antioch City Council including: (1) advancing equity by giving all youth an opportunity to voice concerns, express needs and create solutions; (2) supporting youth and programs with the necessary resources to ensure all youth have equitable access and engagement; (3) building and developing 21st century skills to include workforce development, leadership, academic achievement and social-emotional skills; (4) providing all youth with access to safe environments, both physically and

emotionally, that are youth-centric and honor youth culture; and (5) building on the strengths of youth to develop the competencies, values, and connections needed for life and work.

ATTACHMENTS

A. Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 2-5.201 AND 2-5.202 OF ARTICLE 2 OF
CHAPTER 5 OF THE ANTIOCH MUNICIPAL CODE RELATING TO
APPOINTMENT OF YOUTH MEMBERS OF ADVISORY BOARDS AND
COMMISSIONS**

WHEREAS, the City of Antioch ("City") presently authorizes electors of the City to be nominated for membership on all City boards and commissions;

WHEREAS, in accordance with state law, the City desires to expand the definition of those who may be nominated for membership on City advisory boards and commissions to also include residents of the City who are 14 to 17 years of age;

WHEREAS, allowing the nomination and appointment of Antioch youth, ages 14 to 17, for membership on City advisory boards and commissions would support and advance the youth development principals adopted by the Antioch City Council including:

- (1) advancing equity by giving all youth an opportunity to voice concerns, express needs and create solutions;
- (2) supporting youth and programs with the necessary resources to ensure all youth have equitable access and engagement;
- (3) building and developing 21st century skills to include workforce development, leadership, academic achievement and social-emotional skills;
- (4) providing all youth with access to safe environments, both physically and emotionally, that are youth-centric and honor youth culture; and
- (5) building on the strengths of youth to develop the competencies, values, and connections needed for life and work.

The City Council of the City of Antioch, California, does hereby ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Amendment. Section 2-5.201 of the Antioch Municipal Code is hereby amended to read as follows:

§ 2-5.201 NOMINATIONS AND APPOINTMENTS.

The Mayor shall nominate candidates for membership on all boards and commissions. Nominees shall be appointed to each board and commission upon receiving approval of at least a majority vote of the City Council. Except for the Economic Development Commission, as specified in § 3-12.03 of this code, and the Design Review Board, as specified in § 9-5.2603 of this code, nominees must be electors of the city and continuously reside within the city during their tenure of office, except that the Mayor may also, in his or her discretion, appoint to any advisory board or commission a resident of

Antioch who is 14 to 17 years of age as a voting or non-voting youth member of said board or commission. Such youth member shall be limited to a one-year term, except that he or she may be re-appointed for a second term at the Mayor's discretion.

SECTION 3. Amendment. Section 2-5.202 of the Antioch Municipal Code is hereby amended to read as follows:

§ 2-5.202 TERMS.

Except as provided for youth members of a City board or commission pursuant to § 2-5.202 of this code, each member of a board or commission shall have a term of four years and shall serve until his or her successor is appointed and assumes office.

SECTION 4. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance establishes a means for the Mayor to appoint residents of Antioch under the age of 18 to City advisory boards and commissions, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

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.

SECTION 6. Publication; Effective Date. This Ordinance shall take effect and be enforced within 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.

* * * * *

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 22nd day of June, 2021 and

passed and adopted at a regular meeting thereof held on the 27th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar Thorpe, Mayor of the City of Antioch

ATTEST:

Elizabeth Householder
City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Environmental Justice Element and Safety Element Update Contract

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution to approve the contract with Urban Planning Partners, Inc. in the amount of \$107,440 for the preparation of a new Environmental Justice Element and updates to the Safety Element of the Antioch General Plan.

FISCAL IMPACT

The contract value is \$107,440, which will be borne by the General Fund. This effort is part of the broader General Plan update, which was accounted for in the FY 2021-2023 Budget. The Community Development Department collects a General Plan Maintenance Fee on each building permit that offsets the cost of such efforts.

DISCUSSION

Earlier this year, the City of Antioch issued a Request For Proposal (RFP) for the production of a Housing Element for the 2023-2031 timeframe. One proposal was received and Urban Planning Partners was selected for their demonstrated expertise. A Housing Element is a chapter of a city's General Plan and describes the city's policies for providing adequate housing for all income ranges. The Housing Element also describes how a city intends to plan to accommodate the units assigned through the Regional Housing Needs Allocation (RHNA) process. The City of Antioch expects to be assigned a total of 3,016 units, which must be placed throughout the City to the satisfaction of the State of California Department of Housing and Community Development (HCD). This requires the identification of available sites and the application of appropriate General Plan and Zoning designations and policies to facilitate development at specified densities.

Senate Bill (SB) 1000 was adopted by the State of California in 2018 and requires that the Safety Element be updated concurrently with any Housing Element update to address climate adaptation and resilience strategies. The current Safety Element does not specifically address these topics and, as such, must be updated to comply. Further, the new preferred title of the Safety Element is the Environmental Hazards Element.

In addition, SB 1000 requires that an Environmental Justice Element be adopted concurrently with updates to two or more elements. This new element address disadvantaged communities and provides objectives and policies to promote civil engagement in the public decision-making process and to prioritize improvements and programs that address the needs of disadvantaged communities. The current General Plan does not contain an Environmental Justice Element as it was not required at the time of its adoption.

Due to the unique nature of the Housing Element and the associated grant funding, the City entered into a contract with Urban Planning Partners, Inc. (UPP) specifically for that effort. UPP subsequently provided an add-on proposal to complete the Safety Element update and Environmental Justice Element under a separate contract. Because UPP is drafting the Housing Element, there is significant advantage for using them for this additional work. Their familiarity with the City of Antioch and concurrent drafting of the Housing Element offers unique experience and specialty for this type of project.

The proposal suggests that the Safety Element update and Environmental Justice Element will be completed by the end of 2022 in order to meet the January 15, 2023, deadline for the Housing Element. Staff will work closely to meet this ambitious schedule.

The complete proposal for the Safety Element update and Environmental Justice Element is attached to the Resolution.

ATTACHMENT

A. Resolution with Proposal

ATTACHMENT A

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DIRECTING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH URBAN PLANNING PARTNERS, INC. FOR THE UPDATE OF THE SAFETY ELEMENT AND THE DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT IN THE AMOUNT OF \$107,440

WHEREAS, California State law requires the adoption of a Housing Element to identify housing opportunities within a city;

WHEREAS, Senate Bill 1000 of 2018 requires that the Safety Element be updated to address climate adaptation and resilience strategies concurrently with any update of a city's Housing Element;

WHEREAS, Senate Bill 1000 of 2018 requires that an Environmental Justice Element be adopted to address disadvantaged communities concurrently with any update of a city's Housing Element;

WHEREAS, a proposal was provided by Urban Planning Partners, Inc. to complete the Safety Element update and the Environmental Justice Element; and

WHEREAS, Urban Planning Partners, Inc. has unique experience and specialization related to this effort as they are concurrently completing the City's Housing Element.

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

1. accepts the proposal from Urban Planning Partners to update the Safety Element and draft an Environmental Justice Element as described in the attached proposal (Exhibit 1) in the amount of \$107,440 and
2. authorizes the City Manager to execute the contract in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of July 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT A

URBAN
PLANNING
PARTNERS
INC.

388 17TH STREET
SUITE 230
OAKLAND, CA 94612
510.251.8210
WWW.UP-PARTNERS.COM

June 16, 2021

Forrest Ebbs, Director of Community Development
City of Antioch
200 H Street
Antioch, CA 94531

RE: CITY OF ANTIOCH ENVIRONMENTAL HAZARDS ELEMENT UPDATE AND ENVIRONMENTAL JUSTICE ELEMENT

Dear Mr. Ebbs,

Urban Planning Partners is pleased to submit this proposal to provide consultant services to the City of Antioch for completion of the City's Safety Element (which will involve updating the existing Environmental Hazards Element) and completing the Environmental Justice Element. Below we've outlined our project understanding, brief scope of work, and the associated fee for services.

PROJECT TEAM

Urban Planning Partners (UPP) work will be managed by **Curtis Banks, AICP, Project Director** and **Carla Violet, Senior Planner**, with oversight from **Diana Elrod, Project Advisor**. If needed, other planning staff will be available to provide support in research, writing, and analysis.

We understand that this work will happen concurrently with the ongoing Housing Element update and take significant coordination given its complexity. This proposal confirms the availability of key staff listed above to conduct the work necessary to complete the Environmental Hazards Element update and Environmental Justice Element in a timely and efficient manner. The level of participation by each key staff member is detailed in the budget/timetable attached.

PROJECT UNDERSTANDING

The project includes the scope of work proposed in Optional Task 13 of the City of Antioch Housing Element Proposal for Services. The Environmental Hazards Element update needs to be revised concurrent to the 6th Cycle Housing Element. Consistent with Government Code Section 65302(g), the element must address the following topics: seismic hazards; tsunamis, seiche, and dam failure; slope instability; subsidence; liquefaction; flooding, wildland and urban fires; and climate change.

Under SB 1000, jurisdictions that update two or more General Plan elements simultaneously are required to adopt an Environmental Justice Element in their General Plan or integrate environmental justice policies and goals into the elements. The Environmental Justice Element or integrated policies must reduce unique or compounded health risks in disadvantaged communities.

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The update to the Housing and Environmental Hazards elements triggers this requirement for the City of Antioch. Our understanding is that the City would prefer to adopt a separate Environmental Justice Element.

SCOPE OF WORK

ENVIRONMENTAL HAZARDS ELEMENT

PHASE 1 PROJECT INITIATION AND ANALYSIS

Urban Planning Partners will coordinate with City of Antioch departments including Police, Public Works, and the Building Division as well as the Contra Costa County Fire Protection District to update the General Plan Environmental Hazards Element. Based on discussions with staff, we can identify any other applicable outside agencies that should be involved. This will involve coordination with efforts to identify housing sites, as well as ensuring consistency with existing and new State laws concurrent with the Housing Element update.

TASK 1A Data Gathering

Urban Planning Partners will use available documents including State, regional, and local resources to determine areas of necessary review. These documents include, but are not limited, to the following:

- OPR General Plan Guidelines
- Contra Costa County Local Hazard Mitigation Plan (2018)
- City of Antioch Climate Action and Resilience Plan (2020)
- City of Antioch Environmental Hazards Element (2003)

TASK 1B Draft Goals and Policies

Urban Planning Partners will present draft goal, objective, policy and implementation measure amendment language that is detailed enough for the public to fully understand.

TASK 1C Public Outreach

Public outreach for the Environmental Hazards Element update will be outlined as part of the outreach strategy memo (Housing Element Proposal for Services, Task 2A). Urban Planning Partners will build on previous outreach for the Climate Action and Resilience Plan and engagement efforts for the Housing Element. We will supplement previous outreach with the following activities:

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- One (1) Planning Commission or City Council Study Session (can be part of the Housing Element Planning Commission study session or separate) including staff report and meeting presentation preparation.
- Environmental Hazards Element update content for one (1) of the virtual community meetings for the Housing Element update.
- Tabling at one (1) community event such as the Rivertown Art & Wine Walk to increase awareness for the Environmental Hazards Element and Housing Element updates and collect community input.

PHASE 2 ADMINISTRATIVE AND DRAFT DOCUMENTS

The second phase of this process will include preparation and review of the administrative and final draft versions of the Environmental Hazards Element update. It is assumed that the EIR prepared in association with the Housing Element will also analyze the Environmental Hazards Element update. Review of the environmental document is included in the Housing Element scope of work.

Urban Planning Partners will prepare an administrative draft Environmental Hazards Element update for review and approval. After one round of staff review and comments, we will provide a public review draft.

The Environmental Hazards Element update will be drafted for consistency with State law requirements and to reflect the General Plan land use and other policy changes within the Housing Element for internal consistency. Where possible, the Environmental Hazards Element update will reference existing documents, provide the necessary information, and build on the work the City has done to analyze and address safety issues.

PHASE 3 ADOPTION AND FINAL DOCUMENTS

Phase 3 includes the final hearings by the Planning Commission and City Council required for adoption of the Final Environmental Hazards Element update, and production of the final document. This scope of work assumes that Urban Planning Partners will prepare the staff report and presentation materials needed for public hearings and staff will conduct the presentation.

ENVIRONMENTAL JUSTICE ELEMENT

PHASE 1 PROJECT INITIATION AND ANALYSIS

Urban Planning Partners will coordinate with City of Antioch staff including Fire, Police, Building, Code Enforcement, Environmental Resources, the Economic Development Department, and the Recreation Department. Based on discussions with staff, we can identify any other applicable

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outside agencies that should be involved. This will involve ensuring consistency with existing and new State laws, as well as the following:

- Identifying disadvantaged communities
- Identifying key stakeholders for any disadvantaged communities
- Identifying resources and level of analysis needed to meet SB 1000 requirements
- Reviewing relevant, existing policies and programs

TASK 1A Data Gathering and Existing Conditions Presentation

Urban Planning Partners will utilize available resources to identify any disadvantaged communities with Antioch, including CalEnviroScreen and review of median incomes by census tract. A Disadvantaged Community is specifically defined as an area identified by the California Environmental Protection Agency Pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionality affected by environmental pollution and other health hazards that can lead to negative health effects, exposure, or environmental degradation. (Gov Code 65302, subd (h)(4)(A).

Urban Planning Partners will use available documents including State, regional, and local resources to identify “unique or compounded health risks” in disadvantaged communities and review existing policies and programs that relate to these health outcomes. To comply with SB 1000, the City of Antioch must analyze and seek to:

- Reduce pollution exposure;
- Promote public facilities;
- Promote food access;
- Promote safe and sanitary homes;
- Promote physical activity;
- Reduce unique or compounded health risks;
- Promote civic engagement; and
- Prioritize the needs of disadvantaged communities.

To understand existing conditions, Urban Planning Partners will review and collect data relevant to these health outcomes. Resources include, but are not limited to, the following:

- BAAQMD SB1000 Interactive Map;
- CalEnviroScreen;
- OPR’s General Plan Guidelines;
- OPR’s Defining Vulnerable Communities in the Context of Climate Adaptation;
- City of Antioch General Plan;
- City of Antioch Climate Action and Resilience Plan;
- California Health Disadvantage Database;
- CARB’s Low-Income Database; and
- Contra Costa County Health Services.

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Urban Planning Partners will also work with staff to identify other local organizations and agencies that may have existing data relevant to the health outcomes discussed above. Based on the data and public outreach collected, we will prepare an existing conditions PowerPoint presentation.

TASK 1B Draft Goals and Policies

Urban Planning Partners will present draft goal, objective, policy and implementation measure amendment language that is detailed enough for the public to fully understand.

TASK 1C Public Outreach

Public outreach for the Environmental Justice Element will be outlined as part of the outreach strategy memo (Housing Element Proposal for Services, Task 2A). Urban Planning Partners will build on previous outreach for the Climate Action and Resilience Plan and engagement efforts for the Housing Element. We will conduct outreach in areas identified as disadvantaged communities and supplement previous outreach with the following activities:

- One (1) Planning Commission or City Council Study Session (can be part of the Housing Element Planning Commission study session or separate) including staff report and meeting presentation preparation.
- Tabling at two (2) events such as outside of Cielo Market or a popular community park (e.g., Worth Shaw Community Park or Contra Loma Regional Park) to increase awareness for the Environmental Justice Element and collect community input.
- Two (2) focused stakeholder interviews with local health services organizations.
- Environmental Justice Element content for one (1) of the virtual community meetings for the Housing Element update.
- One (1) Spanish-language virtual community meeting focused on the Environmental Justice Element and hosted by InterEthnica.

PHASE 2 ADMINISTRATIVE AND DRAFT DOCUMENTS

The second phase of this process will include preparation and review of the administrative and final draft versions of the Environmental Justice Element. It is assumed that the EIR prepared in association with the Housing Element will also analyze the Environmental Justice Element. Review of the environmental document is included in the Housing Element scope of work.

Urban Planning Partners will prepare an administrative draft Environmental Justice Element for review and approval. After one round of staff review and comments, we will provide a public review draft.

The Environmental Justice Element will be drafted for consistency with State law requirements and to reflect the General Plan land use and other policy changes within the Housing Element for internal consistency. Where possible, the Environmental Justice Element will reference existing

ATTACHMENT A

June 16, 2021
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documents, provide the necessary information, and build on the work the City has done to analyze and address health equity issues.

PHASE 3 ADOPTION AND FINAL DOCUMENTS

Phase 3 includes the final hearings by the Planning Commission and City Council required for adoption of the Final Environmental Justice Element, and production of the final document. This scope of work assumes that Urban Planning Partners will prepare the staff report and presentation materials needed for public hearings and staff will conduct the presentation.

SCHEDULE

We are available to begin work immediately and will work with the City on a mutually-agreed-upon schedule. Analysis and public outreach would be completed in tandem with the Housing Element wherever possible. Completion of the Housing Element's draft sites inventory will be needed to complete analysis in the Environmental Hazards Element related to residential development.

BUDGET ESTIMATE

Our estimated fee for the Environmental Hazards Element update is **\$42,720** as shown in the attached Table 1. Our estimated fee for the Environmental Justice Element is **\$64,720** as shown in the attached Table 2.

Both fees represent our initial estimate based on the requirements discussed with the City. We are happy to work with the City to adjust the scope and budget as needed to best meet the City's needs.

We look forward to assisting you on this project. If you have any questions regarding this proposal, please call us at (510) 251-8210.

Sincerely,
URBAN PLANNING PARTNERS, INC.



Curtis Banks
PROJECT DIRECTOR



Carla Violet
PROJECT MANAGER

ATTACHMENT A

Table 1

Estimated Fee for Environmental Hazards Element Update

	Urban Planning Partners				
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	Diana Elrod Project Advisor	UP Partners Total
	Hourly Rate:	\$225	\$195	\$110	\$160
Phase 1. Project Initiation and Analysis					
A Data Gathering	4	8	10	2	\$ 3,880
B Draft Goals and Policies	6	20	24	4	\$ 8,530
C Public Outreach	6	26	32	-	\$ 9,940
PHASE 1 SUBTOTAL	hours 16	54	66	6	
	\$ 3,600	10,530	7,260	960	\$ 22,350

Phase 2. Administrative and Draft Documents					
A Administrative Draft and Final Draft Environmental Hazards Element Update	6	24	30	6	\$ 10,290
PHASE 2 SUBTOTAL	hours 6	24	30	6	
	\$ 1,350	4,680	3,300	960	\$ 10,290

Phase 3 Adoption and Final Documents					
A Final Planning Commission Hearing and Materials	4	6	16	2	\$ 4,150
B Final City Council Hearing and Materials	4	6	4	2	\$ 2,830
C Final Document Production	2	6	8	-	\$ 2,500
PHASE 3 SUBTOTAL	hours 10	18	28	4	
	\$ 2,250	3,510	3,080	640	\$ 9,480

TOTAL LABOR ESTIMATE					
	hours 32	96	124	16	-
	\$ 7,200	18,720	13,640	2,560	\$ 42,120

DIRECT COSTS					
1. Printing and Misc. Direct Costs (assumes the bulk of documents will be digital)					\$ 600
TOTAL MISCELLANEOUS COSTS					\$ 600
TOTAL ESTIMATED FEE					
TOTAL ESTIMATED FEE					\$ 42,720

This budget assumes all public hearings are virtual.

ATTACHMENT A

Table 2
Estimated Fee for Environmental Justice Element

	Urban Planning Partners				
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	Diana Elrod Project Advisor	UP Partners Total
	Hourly Rate:	\$225	\$195	\$110	\$160
Phase 1. Project Initiation and Analysis					
A Data Gathering and Existing Conditions Presentation	8	20	30	4	\$ 9,640
B Draft Goals and Policies	10	24	30	8	\$ 11,510
C Public Outreach	22	50	64	-	\$ 21,740
PHASE 1 SUBTOTAL		40	94	124	12
		\$ 9,000	18,330	13,640	1,920
					\$ 42,890

Phase 2. Administrative and Draft Documents					
A Administrative Draft and Final Draft Environmental Justice Element	6	24	30	6	\$ 10,290
PHASE 2 SUBTOTAL		6	24	30	6
		\$ 1,350	4,680	3,300	960
					\$ 10,290

Phase 3 Adoption and Final Documents					
A Final Planning Commission Hearing and Materials	4	6	6	2	\$ 3,050
B Final City Council Hearing and Materials	4	6	4	2	\$ 2,830
C Final Document Production	2	6	4	-	\$ 2,060
PHASE 3 SUBTOTAL		10	18	14	4
		\$ 2,250	3,510	1,540	640
					\$ 7,940

TOTAL LABOR ESTIMATE					
		hours	56	136	168
			22		-
		\$	12,600	26,520	18,480
				3,520	\$ 61,120

DIRECT COSTS	
1. Printing and Misc. Direct Costs (assumes the bulk of documents will be digital)	\$ 600
2. InterEthnica Community Engagement (host a spanish-language community meeting)	\$ 3,000
TOTAL MISCELLANEOUS COSTS	\$ 3,600
TOTAL ESTIMATED FEE	
TOTAL ESTIMATED FEE	\$ 64,720


This budget assumes all public hearings are virtual.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

SUBJECT: Purchase of New Furniture for the City Hall Interior Modifications
(P.W. 247-S)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to increase purchase orders with the various furniture providers using Cooperative Purchasing for a total of \$200,000, increasing the combined purchase order totals to \$500,000.

FISCAL IMPACT

The Capital Improvement Budget includes \$1,114,075 from the General Fund, \$173,476 from Development Impact Fees and \$369,636 from the Community Development Block Grant Fund for a total of \$1,657,187 for the City Hall Modifications project ("Project"). The budget is sufficient for the purchase order increase.

DISCUSSION

On January 12, 2021, City Council awarded the Phase 1 portion of the Project which generally consists of performing interior modifications and improvements to the first and third floors of City Hall. The existing public bathrooms on the first floor will be renovated and reconfigured to be in compliance with American with Disability Act guidelines. Office space modifications will expand the workspace of both the Human Resources and Finance Departments and create new offices for the City Treasurer and City Clerk. Improvements to the City Manager, City Attorney and Economic Development Department reception areas will be performed to make the area more functional. The existing Law Library will be converted into a conference room. New flooring will be installed throughout the entire first floor and portions of the third floor. New lighting and paint will be incorporated into the work. The existing concrete stairs will be covered with nonslip tread to increase safety. This project is an initial remodeling phase for City Hall. Future improvements consist of office modifications and workstation and furniture replacements in the basement and second floor.

This contract involves replacing aging and deteriorating workstations and furniture most of which is greater than 25 years old, throughout the floors being remodeled. The COVID

pandemic has influenced decisions made on workstation configurations and furniture materials being utilized. On March 23, 2021, City Council approved utilizing cooperative purchasing agreements (allowed through AMC section 4.12(C) of Title 3) through two California Multiple Award ("CMAS") contracts to be administered by Samclar in an amount of \$300,000 for the purchase of furniture. Contract CMAS-4-12-71-0041B is with Gunlocke and contract 4-09-71-0087A is with Allsteel. There is a need to increase the combined total of the purchase orders by \$200,000, from \$300,000 to \$500,000 to incorporate furniture replacement not anticipated in the original purchase contract. This includes, but is not limited to, new furniture for the newly designed combined City Clerk and City Treasurer's office, the Economic Development offices and replacement stations for the water desk area with the rebuilt front counter. These areas were not previously included in the prior estimate received as we did not have completed construction specifications at that time to be able to determine furniture layout/specifications needed for replacement.

ATTACHMENTS

A: Resolution

ATTACHMENT “A”

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO INCREASE THE PURCHASE ORDERS
FOR NEW FURNITURE FOR THE CITY HALL INTERIOR MODIFICATIONS
P.W. 247-S**

WHEREAS, on January 12, 2021, City Council awarded the City Hall Interior Modifications (“Project”) to the lowest, responsive and responsible bidder, Alex Kushner General, Inc;

WHEREAS, the City Council has considered replacing most of the existing furniture located on the first and third floors of City Hall as part of the Project;

WHEREAS, on March 23, 2021 the City Council authorized the City Manager to execute purchase orders with various furniture providers using Cooperative Purchasing as allowed by City of Antioch Municipal Code Title 3, Section 4.12(C);

WHEREAS, the City is utilizing CMAS contracts 4-09-71-0087A with Allsteel and 4-12-71-0041B with Gunlocke to be administered by Samclar to take advantage of cooperative purchasing and pricing; and

WHEREAS, the City has considered authorizing the City Manager to increase the purchase orders by \$200,000 for a total combined not to exceed amount of \$500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to increase the purchase orders with various furniture providers in the amount of \$200,000 using Cooperative Purchasing for a total combined not to exceed amount of \$500,000.

* * * * *

RESOLUTION NO. 2021/**

July 27, 2021

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 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Amended and Restated Communications Site Ground Lease Agreements

RECOMMENDED ACTIONS

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

- 1) Adopt the resolution approving the Amended and Restated Communications Site Ground Lease Agreement with NCWPCS MPL 27 – Year Sites Tower Holdings, LLC (“AT&T”) via Crown Castle, attorney in fact for AT&T, at 401 Putnam Drive;
- 2) Adopt the resolution approving the Amended and Restated Communications Site Ground Lease Agreement with T-Mobile West Tower (“T-Mobile”) via Crown Castle, attorney in fact for T-Mobile, at 4506 Via Dora Drive; and
- 3) Adopt the resolution approving the Amended and Restated Communications Site Ground Lease Agreement with T-Mobile via Crown Castle, attorney in fact for T-Mobile, at 4808 Cache Peak Drive.

FISCAL IMPACT

For each lease, this action will allow the City to collect \$2,000 per month in base rent for up to 20 years, adjusting annually at 3%, and a one-time fee of \$12,000 per lease for staff costs.

DISCUSSION

401 Putnam Drive

In March 1997, the City of Antioch entered into a five-year lease, with three five-year extension options, with Bay Area Cellular Telephone Company, predecessor in interest to current lessee, AT&T, for the construction and operation of a cell tower at 401 Putnam Drive near the existing water treatment plant. As with the original lease this Amended and Restated Communications Site Ground Lease Agreement will be for an initial five-year term with three five-year renewal options for a total term of 20 years. The current rent is \$1,200.34 per month and will be increased by \$799.66 to \$2,000 per month. The rent will escalate by three percent on an annual basis. Upon execution of the lease, \$2,000 for access road improvements (during any 12-month period) as well as a one-time

submission fee of \$12,000 to cover staff costs associated with the review and negotiation of this lease will be provided to the City. All improvements are installed at the site and authorizing the City Manager to execute this lease will allow AT&T to continue its operations at this location.

4506 Via Dora Drive

In March 1999, the City of Antioch entered into a five-year lease, with three five-year extension options, with Pacific Bell Mobile Services, predecessor in interest to current lessee, T-Mobile, for the construction and operation of a cell tower at 4506 Via Dora Drive near a City-owned water tank. As with the original lease this Amended and Restated Communications Site Ground Lease Agreement will be for an initial five-year term with three five-year renewal options for a total term of 20 years. The current rent is \$1,824.75 per month and will be increased by \$175.25 to \$2,000 per month. The rent will escalate by three percent on an annual basis. Upon execution of the lease, \$2,000 for access road improvements (during any 12-month period) as well as a one-time submission fee of \$12,000 to cover staff costs associated with the review and negotiation of this lease will be provided to the City. All improvements are installed at the site and authorizing the City Manager to execute this lease will allow T-Mobile to continue its operations at this location.

4808 Cache Peak Drive

In February 1998, the City of Antioch entered into a five-year lease, with three five-year extension options, with Pacific Bell Mobile Services, predecessor in interest to current lessee, T-Mobile, for the construction and operation of a cell tower at 4808 Cache Peak Drive near a City-owned water tank. As with the original lease this Amended and Restated Communications Site Ground Lease Agreement will be for an initial five-year term with three five-year renewal options for a total term of 20 years. The current rent is \$1,791.23 per month and will be increased by \$208.77 to \$2,000 per month. The rent will escalate by three percent on an annual basis. Upon execution of the lease, \$2,000 for access road improvements (during any 12-month period) as well as a one-time submission fee of \$12,000 to cover staff costs associated with the review and negotiation of this lease will be provided to the City. All improvements are installed at the site and authorizing the City Manager to execute this lease will allow T-Mobile to continue its operations at this location.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution: Amended and Restated Communications Site Ground Lease Agreement at 401 Putnam Drive

B. Resolution

Exhibit 1 to Resolution: Amended and Restated Communications Site Ground Lease Agreement at 4506 Via Dora

C. Resolution

Exhibit 1 to Resolution: Amended and Restated Communications Site Ground Lease Agreement at 4808 Cache Peak

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH AT&T via CROWN CASTLE FOR THE CONTINUED OPERATION OF AN EXISTING COMMUNICATION FACILITY AT 401 PUTNAM DRIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Antioch ("City") owns the property commonly known as 401 Putnam Drive, Antioch, California 94509 (APN 071-140-010-1) ("Property");

WHEREAS, the City and Bay Area Cellular Telephone Company, predecessor in interest to AT&T, entered into a Land Lease Agreement dated March 11, 1997, whereby the City leased a portion of the Property ("Premises") to Bay Area Cellular Telephone Company to construct and operate a wireless communication facility;

WHEREAS, AT&T desires to continue leasing the Premises to operate and maintain the existing wireless communication facility; and

WHEREAS, the City, in its capacity as a landowner, and AT&T, through AT&T's attorney in fact, Crown Castle, have negotiated an Amended and Restated Communications Site Ground Lease Agreement ("Agreement") by which AT&T will be granted the right to continue maintaining its wireless communication facility at the Property for an initial term of five years, with the right of three automatic renewals for successive five-year terms thereafter for a total term of 20 years.

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

1. approves the Amended and Restated Communications Site Ground Lease Agreement with AT&T/Crown Castle at 401 Putnam Drive and
2. authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

ATTACHMENT "A"

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

Site No.: 845466

Site Name: SOUTH ANTIOCH

**CITY OF ANTIOCH
AMENDED AND RESTATED
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

CITY OF ANTIOCH

**AMENDED AND RESTATED COMMUNICATIONS SITE
GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("AGREEMENT") is entered into on _____, 20__ (**"EFFECTIVE DATE"**) by and between **CITY OF ANTIOCH**, a California municipal corporation, with its principal place of business at City Hall, 3rd and H streets, Antioch, California 94509 (**"LESSOR"**) and **NCWPCS MPL 27 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through **CCATT LLC**, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (**"LESSEE"**). This AGREEMENT may refer to LESSOR and LESSEE individually as a **"PARTY"** or collectively as the **"PARTIES"**.

RECITALS

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

A. LESSOR and LESSEE's predecessor in interest, Bay Area Cellular Telephone Company, a California general partnership (**"ORIGINAL LESSEE"**) entered into a Land Lease Agreement dated March 11, 1997 (**"ORIGINAL LEASE"**) whereby ORIGINAL LESSEE leased certain real property owned, together with access and utility easements, located in the City of Antioch, County of Contra Costa, State of California from LESSOR, which is depicted and described in Section 1 and the attached **Exhibit "B"**, which is incorporated by this reference (**"PREMISES"**), all located within certain real property owned by LESSOR, depicted and described in **Exhibit "A"** and commonly known as 401 Putnam Drive, Antioch, California 94509 (**"PROPERTY"**).

B. LESSEE is currently the lessee under the ORIGINAL LEASE, as the ultimate successor in interest to ORIGINAL LESSEE.

C. LESSEE desires to lease the PREMISES to operate and maintain an existing wireless communication facility.

D. The LESSOR, as a landowner and not a government agency, and LESSEE agree that the ORIGINAL LEASE shall be amended by deleting it in its entirety and restating the ORIGINAL LEASE as provided for herein.

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

1. **Grant of Lease.** LESSOR leases to LESSEE, for LESSEE's exclusive use, the PREMISES, which consists of exactly one thousand one hundred (1,100) square feet, more particularly described and depicted in Exhibit "B" attached and incorporated into this AGREEMENT. LESSOR also permits LESSEE to survey the PREMISES and the PROPERTY, which may replace Exhibit "B" only when LESSOR signifies its approval with its initials on each and every page of the survey.

2. **Permitted Uses.**

a. **COMMUNICATION FACILITY.** LESSEE may use the PREMISES to (1) transmit and receive radio communication signals within the radiofrequencies licensed to LESSEE by the Federal Communications Commission; and (2) construct, maintain, remove, and operate radio communication equipment, cables, and accessories ("**COMMUNICATION FACILITY**"), as more particularly described and depicted in Exhibit "B". LESSEE may not use the PREMISES for any other purpose unless reasonably necessary and appurtenant to COMMUNICATION FACILITY.

b. **Alterations and Upgrades.** LESSEE shall not materially alter or upgrade its COMMUNICATION FACILITY in a manner other than shown on Exhibit "B" without the prior written consent from LESSOR, which LESSOR shall not unreasonably withhold, condition or delay. An amendment to this AGREEMENT may be required if the material upgrade or alteration requires issuance of a new use permit. After LESSEE obtains such written consent from LESSOR for any material alterations or upgrades, the PARTIES shall substitute a new Exhibit "B" to accurately reflect the altered or upgraded COMMUNICATION FACILITY. The new Exhibit "B" shall become effective when initialed by LESSOR on each page thereof. Notwithstanding this Section, LESSEE may remove its personal property from the PREMISES at any time without prior written consent from LESSOR.

3. **Governmental Approvals.**

a. The PARTIES acknowledge and agree that LESSEE shall not use the PREMISES unless LESSEE first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require (collectively "**GOVERNMENTAL APPROVALS**").

b. If requested by LESSEE, LESSOR agrees to reasonably cooperate with LESSEE, at the sole cost and expense of LESSEE, in executing all documents required by any governmental authority in connection with any development of, or construction on the PREMISES, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by LESSEE in LESSEE's reasonable discretion to utilize the PREMISES for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto.

c. LESSOR agrees to be named applicant if requested by LESSEE. Execution of any documents on behalf of LESSEE will not unduly obligate LESSOR. LESSOR shall be entitled to no further consideration with respect to any of the foregoing.

d. LESSOR shall take no unreasonable action that would adversely affect the status of the PROPERTY or the PREMISES with respect to the proposed use by LESSEE, except as required in connection with the construction, maintenance, repair, or safekeeping of the water tank site on the PROPERTY. LESSOR shall be entitled to no further consideration with respect to any of the foregoing items pertaining to the GOVERNMENTAL APPROVALS process.

e. LESSEE acknowledges that LESSOR enters and performs this AGREEMENT solely in its proprietary capacity, and that LESSOR cannot and shall not in any manner guarantee any GOVERNMENTAL APPROVALS. Promptly after LESSEE obtains each GOVERNMENTAL APPROVAL (or a renewal thereof), LESSEE agrees to provide LESSOR with a true and correct copy which the PARTIES shall add to this AGREEMENT as **Exhibit "C"**, which shall be attached hereto and incorporated into this AGREEMENT.

4. Access.

a. Grant of Access; Parking. LESSOR grants LESSEE a nonexclusive license for physical ingress and egress over the PROPERTY to extend from the nearest public right-of-way to the PREMISES only along the route ("**ACCESS ROUTE**"), as more particularly described and depicted in Exhibit "B". LESSEE acknowledges and agrees that no vehicle parking is allowed in the ACCESS ROUTE that in any way obstructs, impedes, and/or prevents the use of the driving surface to and around the water tank. LESSEE may park anywhere in the section designated as the "Parking Area" on sheet 2 of 4 of the As-Built Survey attached hereto as Exhibit "B".

b. Access Protocols. At all times throughout the TERM of this AGREEMENT, LESSEE and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the PREMISES along the ACCESS ROUTE. LESSEE shall not disturb other users of the PROPERTY. In exercising its right of access to the PREMISES, LESSEE agrees to cooperate with all reasonable security procedures utilized by LESSOR at the PROPERTY and further agrees not to unduly disturb or interfere with the business or other activities of LESSOR or of other tenants or occupants of the PROPERTY. LESSEE shall coordinate any routine or non-emergency maintenance and repair work with the Public Works Department of LESSOR. If LESSEE desires to enter the PREMISES after 9:00 p.m. and before 6:00 a.m. Pacific Time, LESSEE shall also notify Dispatch of the Antioch Police Department in advance.

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

- Name and phone # of contractor performing work on the site;

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

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

d. Neither the LESSEE, sublessee nor the contractor shall use any surrounding area, including without limitation to the site improved and unimproved roadway and any other portion of the Property not exclusively leased by the LESSEE as a staging, construction, or storage area without LESSOR's prior consent, which consent by LESSOR shall not be unreasonably withheld, conditioned or delayed.

e. LESSEE warrants that it will not interfere with or impede with LESSOR's or other governmental agencies' access to equipment installed at the PROPERTY. LESSOR shall not materially interfere with or impede LESSEE's access and use of the PREMISES and the COMMUNICATION FACILITY except LESSOR shall provide seventy-two (72) hours' written notice to LESSEE if LESSOR provides alternate access required in connection with the construction, maintenance, and repair of the water tank site on the PROPERTY.

f. LESSEE's COMMUNICATION FACILITY may be under separate lock and key and LESSOR shall, except in emergency situations when no such notice is possible, give seventy-two (72) hours' prior notice to LESSEE in the event LESSOR or its designated agents reasonably require access to the PREMISES and LESSEE shall arrange a representative to be present to escort LESSOR during such access. In the event of emergency, where LESSOR cannot reasonably comply with the foregoing access notification procedures, LESSOR shall have the right to access the PREMISES as is reasonably necessary, and LESSOR shall, within twenty-four (24) hours following actual notice of emergency access, inform LESSEE of (i) the date and time of emergency access; and (ii) the nature of the event requiring emergency access.

g. Relocation of ACCESS ROUTE. LESSOR may adjust the ACCESS ROUTE to a reasonably comparable route that does not materially impede LESSEE's access to the PREMISES when reasonably necessary for LESSOR's use of the PROPERTY. In the event LESSOR makes such adjustment to the ACCESS ROUTE, the ACCESS ROUTE shall be surveyed by a licensed surveyor at the sole cost of LESSOR, in which event such survey shall replace and supersede the description of the ACCESS ROUTE set forth in Exhibit "B" of this Agreement. LESSOR shall give prior written notice to LESSEE that shall include the survey describing the adjusted ACCESS ROUTE.

h. LESSEE's Emergency Access. Notwithstanding the foregoing, in the event of emergency, where LESSEE cannot reasonably comply with the foregoing notice requirements, LESSEE shall have the right to access the PREMISES and LESSEE shall, within twenty-four (24) hours following actual notice of emergency access, inform LESSOR of (i) the date and time of emergency access; and (ii) the nature of the event requiring emergency access (iii) and the names of the persons and/or company that accessed the PREMISES.

5. Construction.

a. Plans and Specifications. Prior to the commencement of any material upgrades or alterations of the existing COMMUNICATION FACILITY on the PREMISES that require a permit, LESSEE shall submit an application to the City in accordance with the then-current City requirements.

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

c. Structural Observations. LESSOR's professional structural engineer licensed in California shall conduct all structural observations for any and all structural work required as set forth in LESSEE's structural engineering and structural plans and wet-stamp all engineering documents and plans, all at LESSEE's sole cost.

d. Hours of Construction. LESSEE's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of LESSOR's tenants at the PROPERTY. LESSEE shall schedule its construction activities between the hours of 6:00 A.M. PST and 9:00 P.M. Pacific Time Monday through Friday unless approval in writing in advance is obtained from the Director of Public Works/City Engineer, and otherwise permitted by the City's Municipal Code. In the event LESSEE needs access outside of these hours to conduct emergency repairs, LESSEE shall contact LESSOR's emergency contact telephone number at (925) 778-2441 to coordinate and receive approval in advance for such after-hours access. After-hours access can be denied for any or no reason, except in the event of an emergency, as set forth in Section 4(h).

e. Manner of Construction. LESSEE, its employees, contractors and agents, shall maintain the construction area and construct all parts of the COMMUNICATION FACILITY in a workmanlike manner that complies in every respect with all applicable federal, state, and local laws and regulations.

6. Term.

a. Initial Term. The initial five (5) year term shall retroactively commence on June 1, 2017 ("COMMENCEMENT DATE") and expire on May 31, 2022 ("INITIAL TERM").

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

c. Holdover Term. LESSEE's right to possess and use the PREMISES shall immediately terminate at the expiration or the earlier termination of this AGREEMENT. In the event that LESSEE continues to possess or use the PREMISES or any part of the PROPERTY after this AGREEMENT expires or terminates, then (1) the TERM shall automatically convert to a month-to-month tenancy ("**HOLDOVER TERM**"); (2) the RENT shall automatically increase one hundred twenty-five percent (125%) over the RENT in effect at that time ("**HOLDOVER RENT**"); and (3) all other terms and conditions in this AGREEMENT shall continue. The HOLDOVER TERM and HOLDOVER RENT shall continue until one party gives the other party thirty (30) days' prior written notice ending the HOLDOVER TERM, thereby automatically commencing the RESTORATION PERIOD as that term is defined below on the effective date of such termination.

7. Rent.

a. Base Rent. LESSEE shall pay LESSOR Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year, payable in equal monthly installments, in advance, on the first (1st) day of each month throughout the TERM ("**RENT**"). RENT shall automatically commence and become due and payable on the COMMENCEMENT DATE and LESSEE shall pay any RENT due within thirty (30) days following the EFFECTIVE DATE. Thereafter LESSEE shall pay a full month's RENT on the first day of each calendar month, except that payment shall be pro-rated for the final fractional month of this AGREEMENT, or if this AGREEMENT is terminated before the expiration of any month for which RENT should have been paid.

b. Annual Rent Escalator. On every anniversary of the COMMENCEMENT DATE throughout the TERM, and any HOLDOVER TERM, RENT shall automatically increase three percent (3%) over the RENT OR HOLDOVER RENT in effect during the immediately prior twelve (12) months.

c. Access Road Contribution. In addition to RENT, LESSEE shall tender to LESSOR a separate sum equal to Two Thousand and 00/100 Dollars (\$2,000.00) upon the EFFECTIVE DATE of this AGREEMENT accounting for LESSEE's portion of the reasonable costs and expenses of maintaining the ACCESS ROUTE ("**ACCESS ROAD CONTRIBUTION**"). LESSOR shall have the right to use such ACCESS ROAD CONTRIBUTION in its reasonable judgment for the purposes set out herein. In the event the ACCESS ROAD CONTRIBUTION

funds become less than One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), LESSOR may notify and invoice LESSEE for the amount required to restore the ACCESS ROAD CONTRIBUTION funds to Two Thousand and 00/100 Dollars (\$2,000.00), and LESSEE shall pay such invoice within thirty (30) days after receipt of invoice. Any unused ACCESS ROAD CONTRIBUTION will be returned to LESSEE upon the natural expiration or earlier termination of this AGREEMENT and upon LESSEE's completion of the requirements in Section 10 below.

d. Submission Fee. Separate from RENT, LESSEE shall pay to LESSOR a submission fee of Twelve Thousand and 00/100 Dollars (\$12,000.00) ("SUBMISSION FEE") prior to submission of this AGREEMENT for City Council consideration. The SUBMISSION FEE is intended to reimburse the LESSOR for all of its costs and expenses to engage in the negotiations for and submission of this AGREEMENT to the City Council. The PARTIES agree that LESSOR shall fully earn such SUBMISSION FEE upon its submission of this AGREEMENT to the City Council for consideration, and that such SUBMISSION FEE does not constitute RENT or any offset to RENT.

e. Payments. LESSEE shall ensure that all RENT and HOLDOVER RENT (as applicable) and ACCESS ROAD CONTRIBUTION payments shall include LESSEE's site name and business unit number. Payments shall be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other addressee and address as may be determined from time to time and upon notice to LESSEE pursuant to Section 28 herein. Any written notice required pursuant to Section 28 tendered to the address specified in this Section 7(d) is invalid and not considered to be tendered to LESSOR, except to the extent the addresses in Sections 7(e) and 28 are the same.

8. Maintenance and Repairs.

a. Premises. Throughout the TERM and any HOLDOVER TERM, LESSEE, at its sole cost and expense, shall keep, maintain, and repair all areas of the PREMISES in accordance with industry standard practices. LESSOR shall not have any responsibility to keep, maintain, or repair within the area of the PREMISES.

b. Graffiti. LESSEE shall abate any graffiti, household trash, litter or any other public nuisance that arises from LESSEE's use of the PREMISES within forty-eight (48) hours of LESSOR's notification to LESSEE of same or as soon thereafter as is reasonably practicable. Throughout the TERM of this AGREEMENT, LESSEE shall promptly repair any damage to any area where it enjoys exclusive control, which includes the PREMISES, to substantially the condition that existed on the EFFECTIVE DATE, ordinary wear and tear excepted. In the event LESSEE repairs the PREMISES for damage caused by LESSOR, LESSOR shall reimburse LESSEE for the reasonable costs of such repairs within thirty (30) days of receipt of notice from LESSEE, which notice shall include documentation reasonably evidencing such costs.

c. Property. LESSOR shall maintain and repair the PROPERTY as reasonably necessary to permit access to the COMMUNICATION FACILITY as required in this AGREEMENT, subject to reasonable wear and tear and damage from the elements. LESSOR

shall reasonably attempt to provide LESSEE with notice before LESSOR commences any maintenance or repairs to the PROPERTY that will or reasonably might temporarily impair LESSEE's use of the PREMISES, except no such notice shall be required in connection with any public emergency, or emergency or urgent maintenance and/or repair of the water tank site on the PROPERTY. In the event of any such impairment, LESSOR shall provide alternate access to the PREMISES.

d. LESSEE's Duty to Repair to PROPERTY. Upon receipt of LESSOR's notice to LESSEE of damage to the PROPERTY caused by or attributable in whole or in part to LESSEE, LESSEE shall, at its sole cost and expense, promptly repair all such damage to the PROPERTY caused as a result of LESSEE's, or its agent's, contractor's, employee's, or representative's construction, operation, maintenance, omissions, or other use in connection with the COMMUNICATION FACILITY. Immediately upon LESSEE's notice of damage it causes to the PROPERTY or LESSOR's improvements, LESSEE shall immediately provide LESSOR with written notice of such damage. At LESSOR's option, LESSEE shall, at its sole cost and expense, promptly repair the same in accordance with industry standard practices and approved by the City, or LESSOR may cause such repairs at LESSEE's reasonable expense and LESSEE shall reimburse LESSOR for the reasonable costs of such repairs within thirty (30) days of receipt of notice from LESSOR, which notice shall include documentation reasonably evidencing such costs.

e. LESSEE's Work. All of LESSEE's work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, and subject to the conditions of any use permits or other authorizations granted by the City of Antioch in its permitting capacity, and in full compliance with all applicable federal, state, and local laws and regulations.

9. **Title to Communication Facility and Right to Remove during Term.**

a. All equipment and other property brought, placed, or erected on the PROPERTY by LESSEE shall be and remain the personal property of LESSEE.

b. LESSOR hereby waives any and all lien rights it may have, statutory or otherwise, concerning the COMMUNICATION FACILITY or any portion thereof, which shall be deemed personal property for the purpose of this AGREEMENT, whether or not the same is deemed real or personal property under applicable laws.

c. LESSOR gives LESSEE the right to remove all or any portion of the same from time to time during the TERM, HOLDOVER TERM and RESTORATION PERIOD, in LESSEE's sole discretion and without consent from LESSOR.

10. **Removal and Restoration; Reconveyance.**

a. Within ninety (90) calendar days after this AGREEMENT expires or terminates ("RESTORATION PERIOD"), LESSEE, at its sole expense, has the absolute duty to completely remove facilities, equipment and improvements to a depth of three (3) feet, and restore the

PREMISES and any affected areas of the PROPERTY to its original condition as it existed before the EFFECTIVE DATE of the Original Lease, excluding ordinary wear and tear.

b. Immediately upon the expiration of the RESTORATION PERIOD, Lessee's right to transmit radio frequencies from the PROPERTY pursuant to this AGREEMENT terminates not subject to any revival.

c. If LESSEE has recorded a Memorandum of Communications Site Ground Agreement or similar notice in LESSOR's Property chain of title with the Contra Costa County Recorder's Office, LESSEE, at its sole cost, shall, following expiration or termination of this Agreement, promptly execute and record a quit claim deed to reconvey to LESSOR all of LESSEE's rights in the Property granted pursuant to this AGREEMENT.

d. Notwithstanding any other provision of this AGREEMENT, LESSEE's obligation to pay the RENT or HOLDOVER RENT as applicable hereunder shall continue until LESSEE has complied with all removal, restoration, and reconveyance requirements of this AGREEMENT.

11. Mechanics' Liens.

a. Throughout the entirety of this AGREEMENT, LESSEE shall keep the entire PREMISES free and clear from all mechanics' liens, materialmen's liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of LESSEE, any repair, alteration, or addition which LESSEE may make or permit or cause to be made, or any work or construction by, for, or permitted by LESSEE on or about the PREMISES.

b. LESSEE shall cause and ensure that all construction shall occur lien-free and in compliance with all applicable federal, state, and local laws, ordinances, regulations, and government permit conditions. If any lien is filed against the PREMISES or PROPERTY related to the COMMUNICATION FACILITY, LESSEE shall discharge the lien or bond the lien off in a manner reasonably satisfactory to LESSOR within thirty (30) days after LESSOR tenders notice to LESSEE of lien filing, provided LESSEE shall have such extended period as may be required beyond the thirty (30) day period if LESSEE commences to discharge the lien or bond the lien off within the thirty (30) day period and thereafter continuously and diligently pursues the discharge to completion. LESSEE shall indemnify, defend, and hold LESSOR harmless against all such liens, claims of liens, and suits or other processes and procedures that pertain thereto.

12. Utilities. LESSEE shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "UTILITIES") under its own account and at its sole cost and expense. LESSOR shall reasonably cooperate with LESSEE's UTILITIES providers. LESSOR shall not provide any UTILITIES whatsoever to LESSEE, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall LESSEE "submeter" from LESSOR or use any utility service billed by the utility to LESSOR.

a. Utility Easement. LESSOR hereby acknowledges the existing grant of a utility easement over, under and upon the PROPERTY (the "UTILITY EASEMENT") to LESSEE, LESSEE's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors in the location shown in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes. LESSOR grants the UTILITY EASEMENT to LESSEE for the purposes provided during the TERM and thereafter for a reasonable period of time for LESSEE to remove its COMMUNICATION FACILITY. LESSEE's interest in the UTILITY EASEMENT shall immediately dissolve and any rights granted thereby shall automatically revert back to LESSOR upon the expiration of the RESTORATION PERIOD, and if such UTILITY EASEMENT is recorded, it shall be released consistent with the provision of Section 10(c) of this Agreement.

13. Interference with Communications.

a. LESSEE's Non-Interference.

i. LESSEE acknowledges that the PROPERTY serves in its primary and paramount use as a water tank site and acknowledges that this said use controls over and is superior to any commercial use by LESSEE. LESSOR acknowledges and agrees that LESSEE shall have exclusive use of the one thousand one hundred (1,100) square foot portion of the PREMISES occupied by LESSEE's COMMUNICATION FACILITY as more fully described as Compound Area, Tower Lease A and Tower Lease B in Exhibit "B".

ii. LESSEE shall not use, nor shall LESSEE permit its employees, representatives, invitees, contractors or agents to use, the PREMISES or COMMUNICATION FACILITY in any way that materially interferes with the use of any portion of the PROPERTY by LESSOR, or by other tenants or licensees of LESSOR with rights in any portion of the PROPERTY that predate the ORIGINAL LEASE. Such interference shall be deemed a material breach by LESSEE, and LESSEE shall have the responsibility to terminate said interference as soon as reasonably feasible, provided, however, that LESSEE shall use reasonable efforts to correct and eliminate such interference within five (5) business days after LESSEE's receipt of written notice from LESSOR.

iii. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference will cause irreparable injury to LESSOR and, therefore, LESSOR shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to declare an event of default of this AGREEMENT upon written notice to LESSEE.

b. LESSOR's Non-Interference.

i. Subject to and except as provided in the provisions of this AGREEMENT, LESSOR shall not use, nor shall LESSOR permit its employees, representatives, invitees, contractors or agents to use the PROPERTY in a way that materially and adversely interferes with

the COMMUNICATION FACILITY, the operations of LESSEE or the rights of LESSEE under this AGREEMENT.

ii. Such interference shall be deemed a material breach by LESSOR, and LESSOR shall have the responsibility to terminate said interference as soon as reasonably feasible, provided, however, that LESSOR shall use reasonable efforts to correct and eliminate such interference within five (5) business days after LESSOR's receipt of written notice from LESSEE.

iii. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference will cause irreparable injury to LESSEE and, therefore, LESSEE shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to declare an event of default of this AGREEMENT, upon written notice to LESSOR.

iv. Upon written request by LESSEE and within thirty (30) days of LESSOR's receipt thereof, LESSOR will notify LESSEE in writing of any agreement granting any third party the right to install and operate communications equipment on the PROPERTY.

c. The PARTIES agree that the governmental operations and radio communications of the City of Antioch in its governmental capacity are paramount.

14. Taxes.

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

b. LESSEE shall annually pay any amount equal to any increase in personal property taxes that may be attributable to any improvement of the PREMISES made by LESSEE. If such tax is paid by LESSOR, LESSEE shall reimburse LESSOR for the amount of any such tax payment within thirty (30) days of receipt of sufficient documentation indicating the amount paid and the calculation of LESSEE's pro-rata share. Within thirty (30) days of written request by LESSEE, LESSOR shall furnish evidence of payment of all taxes as applicable.

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

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

b. LESSEE does not observe or perform any non-monetary term under this AGREEMENT within the time period as required in this AGREEMENT or not more than thirty (30) calendar days after receipt of written notice from LESSOR; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSEE promptly commences to cure when it receives written notice from LESSOR, and LESSEE diligently prosecutes its cure to completion;

c. LESSOR does not observe or perform any term under this AGREEMENT within the time period as required in this AGREEMENT or not more than thirty (30) calendar days after receipt of written notice from LESSEE; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSOR promptly commences to cure when it receives written notice from LESSEE, and LESSOR diligently prosecutes its cure to completion; or

d. LESSEE attempts in any manner to exclude LESSOR from the PROPERTY outside the PREMISES, except as provided in this Agreement.

16. Expiration and Termination.

a. Grounds to Terminate. Subject to the provisions of this AGREEMENT, this AGREEMENT shall automatically cease and terminate:

i. Immediately after either PARTY receives written notice pursuant to Section 15, and all relevant cure periods have expired; or

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

b. Early Termination Fee. In the event that LESSEE terminates this AGREEMENT pursuant to Section 16(a)(ii), then LESSEE shall include with its termination notice an early termination fee ("ETF") equal to the remaining RENT in the then-current INITIAL TERM or RENEWAL TERM in effect at the time of early termination. The ETF is a fee entirely independent of RENT or HOLDOVER RENT.

c. Expiration. Subject to the provisions of this AGREEMENT, this AGREEMENT shall automatically cease and expire immediately after the INITIAL TERM or any RENEWAL TERM when LESSEE delivers to LESSOR at least ninety (90) days' prior written notice of its intent not to renew pursuant to Section 6 and complies with all removal, restoration, and reconveyance requirements pursuant to Section 10.

17. Damage or Destruction of Premises.

a. If the PREMISES or the PROPERTY are destroyed or damaged so as in LESSEE's reasonable judgment to hinder its use of the PREMISES unsuitable for the ongoing operation of a wireless communications site, LESSEE may elect to terminate this AGREEMENT as of the date of the damage or destruction provided that LESSEE or its employees, agents, contractors, sublessees, licensees and their employees, agents and contractors did not cause such damage to the PREMISES and in which case LESSEE shall not be subject to the ETF pursuant to this AGREEMENT. LESSEE shall notify LESSOR no more than forty-five (45) days following the date of such damage or destruction of its election to terminate this AGREEMENT as provided herein.

b. In the alternative, LESSEE may elect to continue this AGREEMENT, including without limitation the obligation to pay RENT, and place and operate a temporary COMMUNICATION FACILITY (e.g., a "cell on wheels" or "cell on light truck") in a location mutually acceptable to LESSEE and LESSOR through the time needed to repair the PREMISES. LESSOR shall bear no cost or expense to repair and restore any damage to the PREMISES, except any damage arising from LESSOR's negligence or willful misconduct.

18. Condemnation.

a. Notice. If LESSOR receives notice of a proposed taking by eminent domain of any part of the PREMISES, and/or the ACCESS ROUTE or the UTILITY EASEMENT, LESSOR will notify LESSEE of the proposed taking within five (5) business days of receiving said notice.

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

c. Partial Takings. In the event a government exercises its eminent domain power to take the PREMISES in part, then LESSEE may elect to either 1) terminate this AGREEMENT because the partial taking in LESSEE's reasonable opinion is sufficient to render the PREMISES unsuitable for LESSEE's ongoing operation of a wireless communications site; or 2) continue this AGREEMENT under the same terms and conditions. In the event LESSEE elects to terminate this AGREEMENT pursuant to this Section, no ETF shall be due. In the event LESSEE elects to continue this AGREEMENT, the PARTIES shall prorate the RENT in proportion to the square footage taken under eminent domain.

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

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

19. Insurance. LESSEE shall maintain during the TERM of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with LESSEE's operation and use of the PREMISES. The cost of such insurance shall be borne solely by LESSEE. The insurance required by this Section 19 does not in any way limit LESSEE's liability under this AGREEMENT. LESSEE shall maintain insurance as follows:

a. Commercial General Liability Insurance Services Office Form CG 00 01, or at least as broad as, covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a

general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit. If LESSEE's operations include work within 50 feet of a railroad right of way, LESSEE shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000. The required limits may be met by a combination of primary and excess or umbrella insurance.

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

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by policy language or a separate written endorsement form reasonably acceptable to the City of Antioch with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the LESSEE's insurance at least as broad as ISO Form CG 20 10. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

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

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

c. Worker's Compensation Insurance & Employer's Liability. LESSEE shall also maintain Workers' Compensation Insurance as required by the State of California with statutory limits and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

d. General Requirements.

i. Any deductibles or self-insured retentions must be declared to the LESSOR prior to the full execution of this AGREEMENT.

ii. Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business within the State of California.

iii. LESSEE shall furnish to the LESSOR certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by the LESSOR before work commences, which approval may not be unreasonably

withheld or delayed. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. The LESSOR reserves the right to require endorsements, required by these specifications, at any time.

iv. Each liability insurance policy required by this Section 19 shall be endorsed to provide LESSOR with thirty (30) days' prior written notice of cancellation by the insurer for any reason other than non-payment of premium and such notice shall be mailed directly to the LESSOR.

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

vi. LESSOR reserves the right to reasonably modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance, upon a minimum of thirty (30) days after LESSEE's receipt of written notice from LESSOR.

20. Assignments or Transfers.

a. LESSOR may assign or transfer this AGREEMENT to any person or entity without any requirement for prior approval by LESSEE, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the LESSOR in this AGREEMENT.

b. LESSEE may not assign or transfer this AGREEMENT without the prior written consent from LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LESSEE may, at its sole discretion and upon thirty (30) days written notice to LESSOR, but without any requirement for prior approval by LESSOR, assign or transfer this AGREEMENT in its entirety to any AFFILIATE (defined hereafter) of LESSEE. Assignment of this AGREEMENT to an AFFILIATE by LESSEE shall be effective upon LESSEE sending the aforementioned written notice to LESSOR and shall relieve LESSEE from any further liability or obligation under this AGREEMENT. For purposes of this AGREEMENT, the term "AFFILIATE" means, with respect to LESSEE, any person or entity that directly controls, is controlled by, or under common control with LESSEE's ultimate parent company, T-Mobile.

21. Subleases. LESSEE may sublease, sublicense, or in any other manner allow a third PARTY to occupy or use antenna space on its COMMUNICATION FACILITY; provided, however, any sublessee must first obtain a separate ground lease or other agreement from LESSOR, which LESSOR may deny for any or no reason.

22. Subordination; Estoppel Certificates. This AGREEMENT shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the PROPERTY and to any renewals, extensions, supplements, amendments, modifications

or replacements thereof, provided that any mortgagee shall recognize the validity of this AGREEMENT in the event of foreclosure. In confirmation of such subordination, LESSEE shall execute and deliver promptly any certificate of subordination that LESSOR may request, provided that such certificate acknowledges that this AGREEMENT remains in full force and effect. In the event that the PREMISES is or shall be encumbered by such a mortgage, LESSOR shall obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage, in recordable form. If LESSOR fails to provide any non-disturbance agreement, LESSEE may withhold and accrue, without interest, the RENT until such time as LESSEE receives all such documentation. If any mortgagee or lender succeeds to LESSOR's interest in the PROPERTY through a foreclosure proceeding or by a deed in lieu of foreclosure, LESSEE shall attorn to and recognize such successor as LESSOR under this AGREEMENT.

23. Indemnification.

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

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

c. The indemnity provision of this section shall survive the expiration or cancellation of this AGREEMENT.

24. Environmental Issues; Historic Preservation; Hazardous Materials.

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

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

c. LESSEE will not, nor shall LESSEE allow others under its control or authority to place or use any flammable or Hazardous Materials on the PREMISES in any manner that violates

any federal, State, or local law, regulation, rule, policies, or order that pertains to flammable or Hazardous Materials, except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents, all if properly handled. LESSEE shall handle any Hazardous Materials it brings onto the PREMISES in accordance with all applicable federal, state and local laws and regulations.

d. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its officers, officials, agents, employees, and volunteers against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach by LESSEE or parties acting under or on behalf of LESSEE in their use of flammable or Hazardous Materials on the PROPERTY, except in the event of LESSOR'S sole negligence or willful misconduct. This paragraph shall survive termination of this AGREEMENT.

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

25. **Public Record Disclosure.** LESSEE acknowledges that LESSOR is a public entity under the laws of the State of California. Furthermore, the PARTIES acknowledge that this AGREEMENT constitutes a public record that LESSOR must publicly disclose under (1) the California Public Records Act, California Government Code sections 6250 *et seq.*; (2) Title 17, California Code of Regulations sections 91000 *et seq.*; (3) Article I, section 3, of the California State Constitution; and (4) any other law or regulation that may require public entities to disclose public records.

26. **Bankruptcy.**

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

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

11 U.S.C. § 365 (as may be amended or superseded), and subject to the provisions of 11 U.S.C. § 365(d)(3) and 11 U.S.C. § 365(d)(4) (as may be amended or superseded).

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

27. **Relocation Within Property.**

a. LESSEE acknowledges that the fundamental and paramount use of the PROPERTY is to serve as a water tank site and that this AGREEMENT is granted and renewed based on the fact that the location of the COMMUNICATION FACILITY does not now or in the future interfere with the fundamental and paramount use of the PROPERTY. Any time after the expiration of the INITIAL TERM, LESSOR shall have the right, upon redevelopment of the PROPERTY, to require LESSEE to relocate its COMMUNICATION FACILITY to another location on the PROPERTY once during the TERM of this AGREEMENT, provided however, that such relocation shall (1) be at LESSOR's sole cost and expense, (2) be performed by LESSEE or its agents, (3) not result in any interruption of the communications service provided by LESSEE on the PROPERTY, (4) not impair or materially alter the quality of communications service provided by LESSEE on and from the PROPERTY, and (5) be done in accordance with subsections (b) and (c) below. Upon relocation of the COMMUNICATION FACILITY, the access and utility rights of way will be relocated, to a mutually agreed upon new location, to operate and maintain the COMMUNICATION FACILITY. If necessary to prevent disruption in the continuous operation of LESSEE's network in the area served by the COMMUNICATION FACILITY at the PREMISES, LESSEE shall designate a temporary site on LESSOR's PROPERTY in a mutually suitable location to operate a temporary facility during the process of relocation and LESSEE may operate its facility thereon.

b. LESSOR shall exercise its relocation right under subsection (a) above by (and only by) delivering written notice (the "NOTICE") to LESSEE. In the NOTICE, LESSOR shall propose an alternate site within or on the PROPERTY to which LESSEE may relocate the COMMUNICATION FACILITY. LESSEE shall have sixty (60) days from the date it receives the NOTICE to evaluate LESSOR's proposed relocation site, during which period LESSEE shall have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESSEE fails to approve of such proposed relocation site in writing within the sixty (60) day period, LESSEE shall be deemed to have disapproved such proposed relocation site. If LESSEE disapproves of such relocation site, then LESSOR may thereafter propose another relocation site by NOTICE to LESSEE in the manner set forth above. Any relocation site which

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LESSOR and LESSEE agree upon in writing shall be referred to as the "RELOCATION SITE." LESSEE shall have a period of not less than twelve (12) months after execution of a written agreement between the parties concerning the location and dimensions of the RELOCATION SITE to relocate LESSEE's Facilities to the RELOCATION SITE.

c. Upon relocation of the COMMUNICATION FACILITY to the RELOCATION SITE, all references to the PREMISES herein shall be deemed to be references to the RELOCATION SITE. LESSOR and LESSEE agree that the RELOCATION SITE (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey will then replace Exhibit "B" and become a part hereof and will control or describe the PREMISES only upon LESSOR's approval of said survey which shall be indicated by LESSOR's initials upon each page of the survey. Except as expressly provided, LESSOR and LESSEE hereby agree that in no event will the relocation of LESSEE's Facilities or any part thereof, under subsection (a) above, affect, alter, modify or otherwise change any of the terms and conditions of this AGREEMENT.

d. In the event of relocation by LESSOR pursuant to the terms of this Section, LESSOR hereby acknowledges and agrees that LESSEE shall have no obligation (financial or otherwise) to relocate the COMMUNICATION FACILITY or any equipment or utilities of LESSOR or any other sublessees or licensees located on the PROPERTY.

e. In the event of an emergency that requires LESSOR to conduct immediate repairs to the water tank on the PROPERTY for public health and safety reasons, LESSOR may require LESSEE to temporarily relocate the COMMUNICATION FACILITY to a temporary communications facility or cell on wheels at an alternate location within the PROPERTY for no more than thirty (30) days during LESSOR's emergency repair of the water tank.

28. Notices and Deliveries.

a. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective PARTIES set forth below in this subsection (a):

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

With a true and complete copy simultaneously delivered to:
 City of Antioch, California
 Attn: City Attorney – LEGAL NOTICE
 P.O. Box 5007
 Antioch, CA 94531

LESSEE: NCWPCS MPL 27 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

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

c. LESSOR's designated Payee is:

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

d. LESSOR may from time to time designate any other address for the LESSOR's Payee by written notice to the other PARTY.

29. **Deletion of Original Lease.** LESSOR and LESSEE agree that the ORIGINAL LEASE is hereby amended by deleting it in its entirety and restating the ORIGINAL LEASE as provided for in this AGREEMENT.

30. **Miscellaneous.**

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

b. **Binding Effect.** Each PARTY represents and warrants that said PARTY has full power and authority, and the person(s) executing this AGREEMENT have full power and authority, to execute and deliver this AGREEMENT, and that this AGREEMENT constitutes a valid and binding obligation of each PARTY, enforceable in accordance with its terms. This

AGREEMENT shall be binding on and inure to the benefit of the successors and permitted assignees of the respective PARTIES.

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

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

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

f. Recording of Memorandum. LESSOR acknowledges that a memorandum of this AGREEMENT will be recorded in the Official Records of the County where the PROPERTY is located.

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

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

i. Compliance with Laws. The PARTIES shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and judicial or administrative tribunal orders that in any manner affect the performance of this AGREEMENT. The PARTIES intend this Section to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

j. Attorneys' Fees. The prevailing PARTY in any final or non-appealable decision on the merits arising hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, in the sole discretion of the COURT. With respect to any provision in this AGREEMENT providing for payment of attorneys' fees, such fees shall be

deemed to include reasonable fees incurred through any applicable appeal process and shall include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified PARTY. For purposes of this AGREEMENT, the services of attorneys and their staff shall be valued at only the average rates for independent legal counsel prevailing in the City of Antioch, California.

k. Waiver of Incidental and Consequential Damages. Neither PARTY will assert any claim whatsoever against the other PARTY for any indirect, special, incidental or consequential damages incurred as a result of the construction or use of the COMMUNICATION FACILITY or the use of the PROPERTY.

l. Government Claims. Any claim for money damages by LESSEE against LESSOR hereunder shall be subject to Section 3-13.01 of the City of Antioch, California, Code, and the California Government Code §§ 900 *et seq.*

m. Waivers.

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

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

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

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

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

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

r. IRS Form W-9/CA FTB Form 590. LESSOR agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this AGREEMENT and at such other times as may be reasonably requested by LESSEE. In the event the PROPERTY is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide LESSEE

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with a completed IRS Form W 9, or its equivalent, and other related paper work to effect a transfer in the RENT to the new lessor.

s. Quiet Enjoyment. LESSOR covenants that LESSEE, on timely paying the correct RENT or HOLDOVER RENT and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the PREMISES.

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

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth below and acknowledge that this AGREEMENT is effective as of the date first above written.

LESSOR:

CITY OF ANTIOCH, a California municipal corporation

By: _____
Title: _____

Signature: _____
Date: _____

Approved as to Form:

By: Thomas Lloyd Smith
Title: City Attorney, City of Antioch

Signature: _____
Date: _____

Attest:

By: _____
City Clerk

Signature: _____
Date: _____

LESSEE:

NCWPCS MPL - 27 Year Sites Tower Holdings LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney In Fact

By:  _____
Print Name: Lori Lopez
Print Title: Sr. REA Transaction Manager
Date: 6/22/2021

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The PROPERTY of which PREMISES are a part is described as follows:

PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA, CALIFORNIA.

Assessor's Parcel Number: 071-140-010-1

EXHIBIT "B"

DESCRIPTION OF PREMISES

The PREMISES consist of those specific areas described/shown below or where LESSEE's COMMUNICATION FACILITY occupy the PROPERTY. Exhibit "B" shall also include a legal description of the PREMISES.

COMPOUND AREA (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 4;
THENCE NORTH 31°38'00 EAST A DISTANCE OF 318.75 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 04°24'59" EAST A DISTANCE OF 36.00 FEET;
THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 04°24'59" WEST A DISTANCE OF 36.00 FEET;
THENCE NORTH 85°35'01" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQ. FT. OR 0.0207 ACRES, MORE OR LESS.

TOWER LEASE A (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 4;
THENCE NORTH 31°38'00" EAST A DISTANCE OF 318.75 FEET;
THENCE NORTH 04°24'59" EAST A DISTANCE OF 36.00 FEET;
THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET;

CONTAINING 100 SQ. FT. OR 0.0023 ACRES, MORE OR LESS.

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TOWER LEASE B (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 4;
THENCE NORTH 31°38'00" EAST A DISTANCE OF 318.75 FEET;
THENCE NORTH 04°24'59" EAST A DISTANCE OF 36.00 FEET;
THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 25°06'41" EAST A DISTANCE OF 93.95 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET;

CONTAINING 100 SQ. FT. OR 0.0023 ACRES, MORE OR LESS.

PARKING AREA 1 (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 4;
THENCE NORTH 31°38'00" EAST A DISTANCE OF 318.75 FEET;
THENCE NORTH 04°24'59" EAST A DISTANCE OF 36.00 FEET;
THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 25°06'41" EAST A DISTANCE OF 82.90 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°06'41" EAST A DISTANCE OF 11.04 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 11.98 FEET;
THENCE SOUTH 05°19'35" EAST A DISTANCE OF 10.04 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 17.60 FEET;

CONTAINING 148 SQ. FT. OR 0.0034 ACRES, MORE OR LESS.

Site No.: 845466

Site Name: SOUTH ANTIOCH

PARKING AREA 2 (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 4;
THENCE NORTH 31°38'00" EAST A DISTANCE OF 318.75 FEET;
THENCE NORTH 04°24'59" EAST A DISTANCE OF 36.00 FEET;
THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 25°06'41" EAST A DISTANCE OF 23.56 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 35.18 FEET;
THENCE SOUTH 53°19'46" WEST A DISTANCE OF 10.31 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 21.73 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 20.00 FEET;
THENCE NORTH 00°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 24.28 FEET, A RADIUS OF 64.31 FEET, A CHORD BEARING OF NORTH 27°51'28" WEST, AND A CHORD DISTANCE OF 24.13 FEET;
THENCE NORTH 90°00'00" EAST 21.28 FEET TO THE POINT OF BEGINNING;
CONTAINING 727 SQ. FT. OR 0.0167 ACRES, MORE OR LESS.

ACCESS EASEMENT (AS SURVEYED):

A STRIP OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 4;
THENCE NORTH 31°38'00" EAST A DISTANCE OF 318.75 FEET;
THENCE NORTH 04°24'59" EAST A DISTANCE OF 24.17 FEET TO THE POINT OF BEGINNING;
BEING 10 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:
THENCE SOUTH 88°20'20" WEST A DISTANCE OF 5.82 FEET;
THENCE NORTH 03°11'07" WEST A DISTANCE OF 109.96 FEET;
THENCE NORTH 07°05'25" WEST A DISTANCE OF 89.48 FEET;
THENCE NORTH 00°33'10" EAST A DISTANCE OF 93.89 FEET;
THENCE NORTH 06°02'00" EAST A DISTANCE OF 74.68 FEET;
THENCE NORTH 12°58'01" EAST A DISTANCE OF 21.53 FEET;
THENCE NORTH 62°44'25" WEST A DISTANCE OF 100.52 FEET;
THENCE NORTH 53°52'29" WEST A DISTANCE OF 27.68 FEET TO "POINT A";
THENCE NORTH 53°52'29" WEST A DISTANCE OF 58.42 FEET;

Site No.: 845466

Site Name: SOUTH ANTIOCH

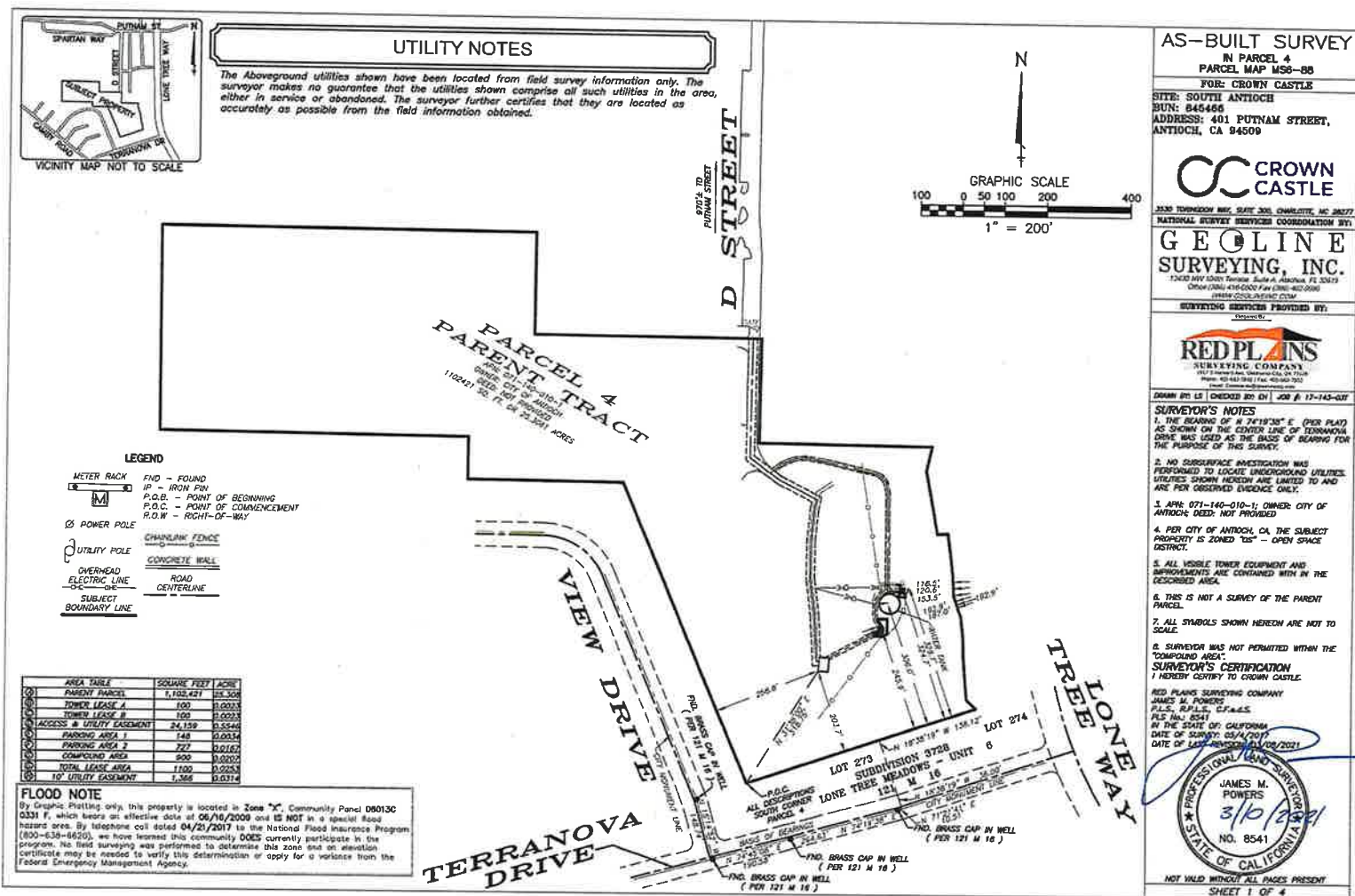
THENCE NORTH 00°45'48" EAST A DISTANCE OF 289.90 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF D STREET;
ALSO FROM "POINT A", A 10 FOOT STRIP OF LAND BEING LOCATED 5 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THENCE NORTH 53°24'23" EAST A DISTANCE OF 34.43 FEET;
THENCE NORTH 67°32'54" EAST A DISTANCE OF 35.93 FEET;
THENCE NORTH 86°19'10" EAST A DISTANCE OF 23.52 FEET;
THENCE SOUTH 80°37'20" EAST A DISTANCE OF 58.03 FEET;
THENCE SOUTH 76°51'32" EAST A DISTANCE OF 115.89 FEET;
THENCE SOUTH 61°41'57" EAST A DISTANCE OF 12.97 FEET;
THENCE SOUTH 35°37'07" EAST A DISTANCE OF 18.10 FEET;
THENCE SOUTH 12°12'02" EAST A DISTANCE OF 24.94 FEET;
THENCE SOUTH 00°29'38" WEST A DISTANCE OF 25.47 FEET;
THENCE SOUTH 00°03'39" EAST, PASSING "POINT B" AT 200.65 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 206.95 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 30.26 FEET;
ALSO, A 10 FOOT STRIP OF LAND BEING LOCATED 5 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM SAID "POINT B" THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 108.36 FEET, WITH A RADIUS OF 69.31 FEET, WITH A CHORD BEARING OF SOUTH 09°21'03" WEST, WITH A CHORD LENGTH OF 97.66 FEET;
CONTAINING 24,159 SQ. FT. OR 0.5546 ACRES, MORE OR LESS.

10' UTILITY EASEMENT (AS SURVEYED):

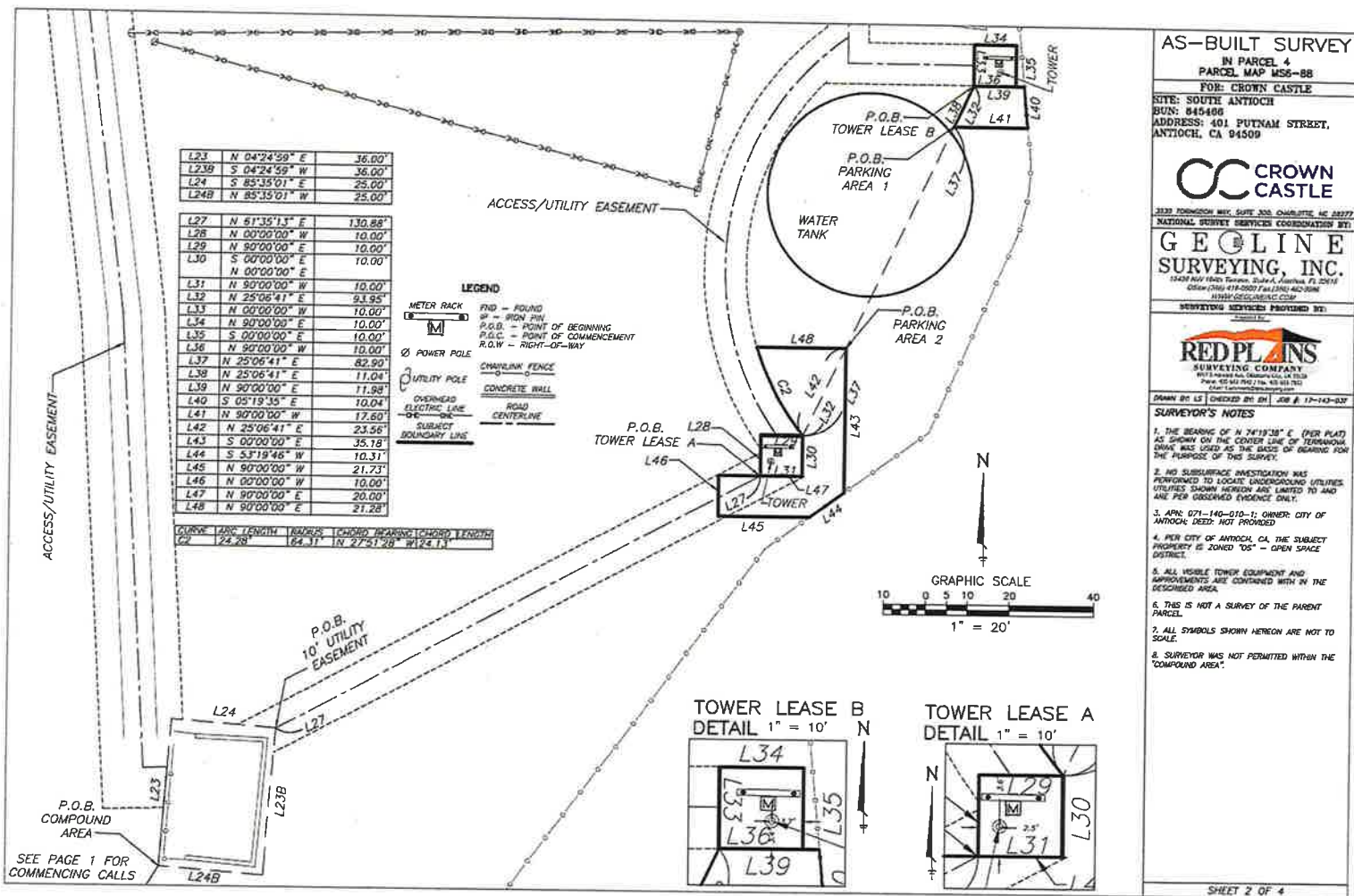
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THENCE NORTH 04°24'59" EAST A DISTANCE OF 36.00 FEET;
THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET;
SIDELINES EXTEND OR TRUNCATE TO BEGIN AT THE NORTH AND EAST LINES OF THE "COMPOUND AREA" AND THE NORTH SIDELINE TO END AT THE WEST LINE OF "TOWER LEASE A" AND THE SOUTH SIDELINES TO END AT THE SOUTHERLY NORTH LINE OF "PARKING AREA 2".
CONTAINING 1,366 SQ. FT. OR 0.0314 ACRES, MORE OR LESS.

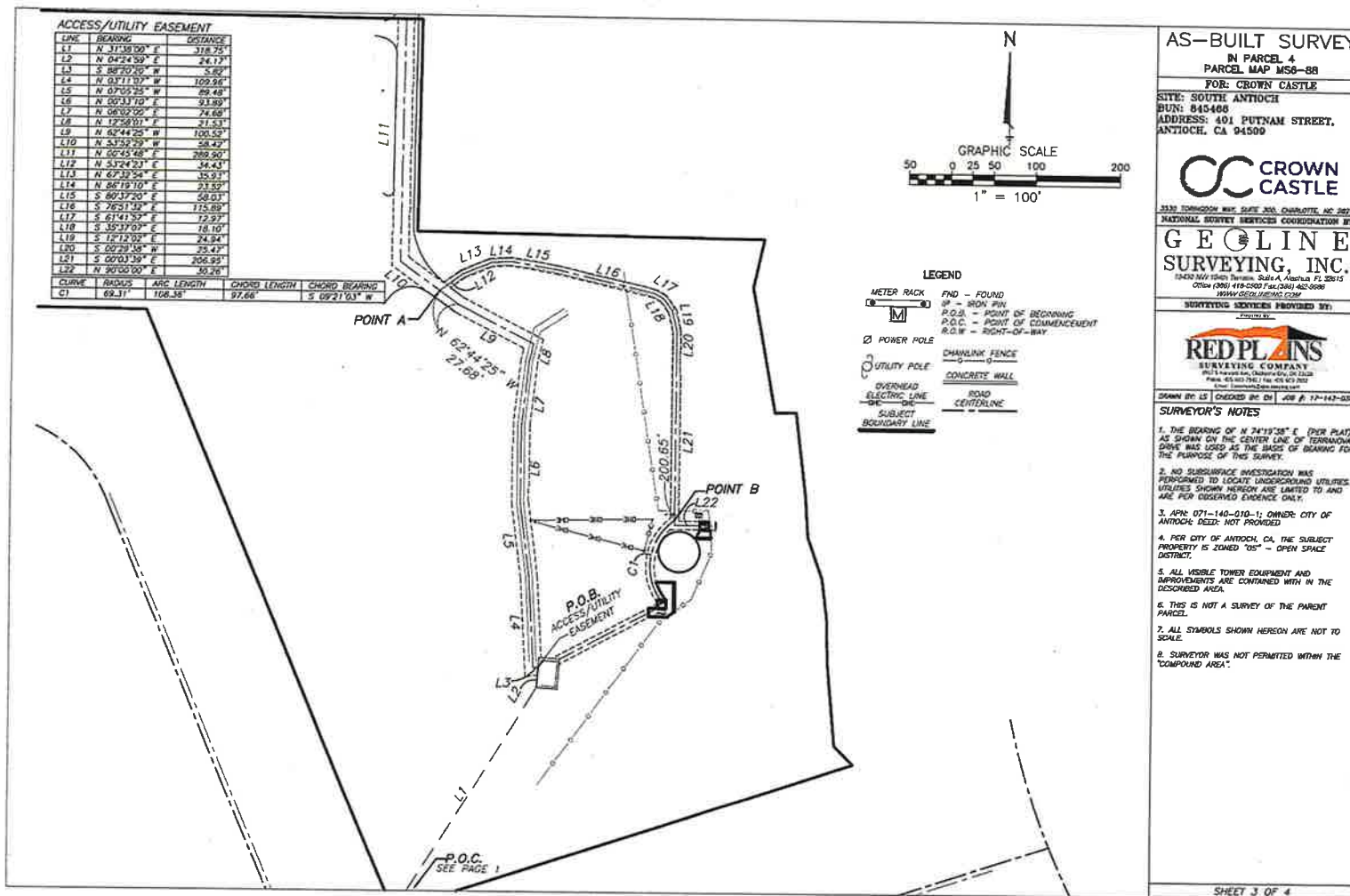
[As-Built Survey Follows (4 pages total)]

Site No.: 845466
Site Name: SOUTH ANTIOCH



Site No.: 845466
 Site Name: SOUTH ANTIOCH





Site No.: 845466

Site Name: SOUTH ANTIOCH

LEGAL DESCRIPTIONS

PARENT TRACT (AS PROVIDED): PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA.

COMPOUND AREA (AS SURVEYED): A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 04°24'59" WEST A DISTANCE OF 36.00 FEET;
THENCE NORTH 85°35'01" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 900 SQ. FT. OR 0.0207 ACRES, MORE OR LESS.

TOWER LEASE A (AS SURVEYED): A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 85°35'01" EAST A DISTANCE OF 25.00 FEET;
THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET;
CONTAINING 100 SQ. FT. OR 0.0023 ACRES, MORE OR LESS.

TOWER LEASE B (AS SURVEYED): A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET;
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THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 25°08'41" EAST A DISTANCE OF 82.90 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 25°08'41" EAST A DISTANCE OF 11.04 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 11.98 FEET;
THENCE SOUTH 05°19'35" EAST A DISTANCE OF 10.04 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 17.60 FEET;
CONTAINING 148 SQ. FT. OR 0.0034 ACRES, MORE OR LESS.

PARKING AREA 2 (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 90°00'00" EAST A DISTANCE OF 20.00 FEET;
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CONTAINING 727 SQ. FT. OR 0.0167 ACRES, MORE OR LESS.

ACCESS / UTILITY EASEMENT (AS SURVEYED)

A STRIP OF LAND BEING A PART OF PARCEL 4 OF PARCEL MAP MS.6-88, OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 07°05'25" WEST A DISTANCE OF 89.48 FEET;
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THENCE NORTH 33°52'28" WEST A DISTANCE OF 58.42 FEET;
THENCE NORTH 00°45'48" EAST A DISTANCE OF 289.90 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF D STREET;
ALSO FROM "POINT A", A 10 FOOT STRIP OF LAND BEING LOCATED 5 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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THENCE SOUTH 00°29'38" WEST A DISTANCE OF 25.47 FEET;
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FROM SAID "POINT B" THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 108.35 FEET, WITH A RADIUS OF 69.31 FEET, WITH A CHORD BEARING OF SOUTH 09°21'03" WEST, WITH A CHORD LENGTH OF 97.86 FEET;
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THENCE NORTH 61°35'13" EAST A DISTANCE OF 130.88 FEET;

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CONTAINING 1,366 SQ. FT. OR 0.0314 ACRES, MORE OR LESS.

AS-BUILT SURVEY

IN PARCEL 4

PARCEL MAP MS.6-88

FOR: CROWN CASTLE

SITE: SOUTH ANTIOCH
BUN: 845466
ADDRESS: 401 PUTNAM STREET,
ANTIOCH, CA 94509

CROWN CASTLE

3535 TOWNSEND WAY, SUITE 200, CHICO, CA 95926
NATIONAL SURVEY SERVICES COORDINATION BY:

G E O L I N E
SURVEYING, INC.

13401 NW 154th Terrace, Suite A, Redwood, FL 32815
Office (386) 419-2500 / Fax (386) 402-9386
WWW.GEOSURVING.COM

SURVEYING SERVICES PROVIDED BY:

Red Plans

RED PLANS
SURVEYING COMPANY
1812 E. Nevada Ave., Chino, CA 91710
Phone (951) 362-1100 / Fax (951) 362-1101
WWW.REDPANS.COM

DRAWN BY: LS | CHECKED BY: DM | AND P: 12-143-037

SURVEYOR'S NOTES

1. THE BEARING OF N 74°19'28" E (PER PLAT) AS SHOWN ON THE CENTER LINE OF TOWNSEND DRIVE WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. APNS: 071-140-016-1; OWNER: CITY OF ANTIOCH, IED: NOT PROVIDED
4. PER CITY OF ANTIOCH, CA, THE SUBJECT PROPERTY IS ZONED "CS" - OPEN SPACE DISTRICT.
5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
6. THIS IS NOT A SURVEY OF THE PARENT PARCEL.
7. ALL SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
8. SURVEYOR WAS NOT PERMITTED WITHIN THE "COMPOUND AREA".

SHEET 4 OF 4

EXHIBIT "C"

TRUE & CORRECT COPIES OF LESSEE'S GOVERNMENT APPROVALS

[See Attached]

Site No.: 826703

Site Name: PL267 Water Tank

**CITY OF ANTIOCH
AMENDED AND RESTATED
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

CITY OF ANTIOCH

**AMENDED AND RESTATED COMMUNICATIONS SITE
GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("AGREEMENT") is entered into on _____, 20__ (**"EFFECTIVE DATE"**) by and between **CITY OF ANTIOCH**, a California municipal corporation, with its principal place of business at City Hall, 3rd and H streets, Antioch, California 94509 (**"LESSOR"**) and **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, by and through **CCTMO LLC**, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (**"LESSEE"**). This AGREEMENT may refer to LESSOR and LESSEE individually as a **"PARTY"** or collectively as the **"PARTIES"**.

RECITALS

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

A. LESSOR and LESSEE's predecessor in interest, Pacific Bell Mobile Services, a California corporation (**"ORIGINAL LESSEE"**) entered into a Land Lease Agreement dated March 9, 1999, which was amended by that certain First Modification to the Land Lease Agreement dated March 6, 2002, (collectively, the **"ORIGINAL LEASE"**) whereby ORIGINAL LESSEE leased certain real property owned, together with access and utility easements, located in the City of Antioch, County of Contra Costa, State of California from LESSOR, which is depicted and described in Section 1 and the attached **Exhibit "B"**, which is incorporated by this reference (the **"PREMISES"**), all located within certain real property owned by LESSOR, depicted and described in **Exhibit "A"** and commonly known as Deerfield Reservoir (**"PROPERTY"**).

B. LESSEE is currently the lessee under the ORIGINAL LEASE, as the ultimate successor in interest to ORIGINAL LESSEE.

C. LESSEE desires to lease the PREMISES to operate and maintain an existing wireless communication facility.

D. The LESSOR, as a landowner and not a government agency, and LESSEE agree that the ORIGINAL LEASE shall be amended by deleting it in its entirety and restating the ORIGINAL LEASE as provided for herein.

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

1. **Grant of Lease.** LESSOR leases to LESSEE, for LESSEE's exclusive use, the PREMISES, which consists of exactly one thousand (1,000) square feet, more particularly described and depicted in Exhibit "B" attached and incorporated into this AGREEMENT. LESSOR also permits LESSEE to survey the PREMISES and the PROPERTY, which may replace Exhibit "B" only when LESSOR signifies its approval with its initials on each and every page of the survey.

2. **Permitted Uses.**

a. **COMMUNICATION FACILITY.** LESSEE may use the PREMISES to (1) transmit and receive radio communication signals within the radiofrequencies licensed to LESSEE by the Federal Communications Commission; and (2) construct, maintain, remove, and operate radio communication equipment, cables, and accessories ("**COMMUNICATION FACILITY**"), as more particularly described and depicted in Exhibit "B". LESSEE may not use the PREMISES for any other purpose unless reasonably necessary and appurtenant to COMMUNICATION FACILITY.

b. **Alterations and Upgrades.** LESSEE shall not materially alter or upgrade its COMMUNICATION FACILITY in a manner other than shown on Exhibit "B" without the prior written consent from LESSOR, which LESSOR shall not unreasonably withhold, condition or delay. An amendment to this AGREEMENT may be required if the material upgrade or alteration requires issuance of a new use permit. After LESSEE obtains such written consent from LESSOR for any material alterations or upgrades, the PARTIES shall substitute a new Exhibit "B" to accurately reflect the altered or upgraded COMMUNICATION FACILITY. The new Exhibit "B" shall become effective when initialed by LESSOR on each page thereof. Notwithstanding this Section, LESSEE may remove its personal property from the PREMISES at any time without prior written consent from LESSOR.

3. **Governmental Approvals.**

a. The PARTIES acknowledge and agree that LESSEE shall not use the PREMISES unless LESSEE first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require (collectively "**GOVERNMENTAL APPROVALS**").

b. If requested by LESSEE, LESSOR agrees to reasonably cooperate with LESSEE, at the sole cost and expense of LESSEE, in executing all documents required by any governmental authority in connection with any development of, or construction on the PREMISES, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by LESSEE in LESSEE's reasonable discretion to utilize the PREMISES for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto.

c. LESSOR agrees to be named applicant if requested by LESSEE. Execution of any documents on behalf of LESSEE will not unduly obligate LESSOR. LESSOR shall be entitled to no further consideration with respect to any of the foregoing.

d. LESSOR shall take no unreasonable action that would adversely affect the status of the PROPERTY or the PREMISES with respect to the proposed use by LESSEE, except as required in connection with the construction, maintenance, repair, or safekeeping of the water tank site on the PROPERTY. LESSOR shall be entitled to no further consideration with respect to any of the foregoing items pertaining to the GOVERNMENTAL APPROVALS process.

e. LESSEE acknowledges that LESSOR enters and performs this AGREEMENT solely in its proprietary capacity, and that LESSOR cannot and shall not in any manner guarantee any GOVERNMENTAL APPROVALS. Promptly after LESSEE obtains each GOVERNMENTAL APPROVAL (or a renewal thereof), LESSEE agrees to provide LESSOR with a true and correct copy which the PARTIES shall add to this AGREEMENT as **Exhibit "C"**, which shall be attached hereto and incorporated into this AGREEMENT.

4. Access.

a. Grant of Access; Parking. LESSOR grants LESSEE a nonexclusive license for physical ingress and egress over the PROPERTY to extend from the nearest public right-of-way to the PREMISES only along the route ("**ACCESS ROUTE**"), as more particularly described and depicted in Exhibit "B". LESSEE acknowledges and agrees that no vehicle parking is allowed in the ACCESS ROUTE that in any way obstructs, impedes, and/or prevents the use of the driving surface to and around the water tank. LESSEE may park anywhere in the section designated as the "Permissible Parking Area" on sheet 3 of 4 of the As-Built Survey attached hereto as Exhibit "B".

b. Access Protocols. At all times throughout the TERM of this AGREEMENT, LESSEE and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the PREMISES along the ACCESS ROUTE. LESSEE shall not disturb other users of the PROPERTY. In exercising its right of access to the PREMISES, LESSEE agrees to cooperate with all reasonable security procedures utilized by LESSOR at the PROPERTY and further agrees not to unduly disturb or interfere with the business or other activities of LESSOR or of other tenants or occupants of the PROPERTY. LESSEE shall coordinate any routine or non-emergency maintenance and repair work with the Public Works Department of LESSOR. If LESSEE desires to enter the PREMISES after 9:00 p.m. and before 6:00 a.m. Pacific Time, LESSEE shall also notify Dispatch of the Antioch Police Department in advance.

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

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

- Time period for which access is requested.

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

d. Neither the LESSEE, sublessee nor the contractor shall use any surrounding area, including without limitation to the site improved and unimproved roadway and any other portion of the Property not exclusively leased by the LESSEE as a staging, construction, or storage area without LESSOR's prior consent, which consent by LESSOR shall not be unreasonably withheld, conditioned or delayed.

e. LESSEE warrants that it will not interfere with or impede with LESSOR's or other governmental agencies' access to equipment installed at the PROPERTY. LESSOR shall not materially interfere with or impede LESSEE's access and use of the PREMISES and the COMMUNICATION FACILITY except LESSOR shall provide seventy-two (72) hours' written notice to LESSEE if LESSOR provides alternate access required in connection with the construction, maintenance, and repair of the water tank site on the PROPERTY.

f. LESSEE's COMMUNICATION FACILITY may be under separate lock and key and LESSOR shall, except in emergency situations when no such notice is possible, give seventy-two (72) hours' prior notice to LESSEE in the event LESSOR or its designated agents reasonably require access to the PREMISES and LESSEE shall arrange a representative to be present to escort LESSOR during such access. In the event of emergency, where LESSOR cannot reasonably comply with the foregoing access notification procedures, LESSOR shall have the right to access the PREMISES as is reasonably necessary, and LESSOR shall, within twenty-four (24) hours following actual notice of emergency access, inform LESSEE of (i) the date and time of emergency access; and (ii) the nature of the event requiring emergency access.

g. Relocation of ACCESS ROUTE. LESSOR may adjust the ACCESS ROUTE to a reasonably comparable route that does not materially impede LESSEE's access to the PREMISES when reasonably necessary for LESSOR's use of the PROPERTY. In the event LESSOR makes such adjustment to the ACCESS ROUTE, the ACCESS ROUTE shall be surveyed by a licensed surveyor at the sole cost of LESSOR, in which event such survey shall replace and supersede the description of the ACCESS ROUTE set forth in Exhibit "B" of this Agreement. LESSOR shall give prior written notice to LESSEE that shall include the survey describing the adjusted ACCESS ROUTE.

h. LESSEE's Emergency Access. Notwithstanding the foregoing, in the event of emergency, where LESSEE cannot reasonably comply with the foregoing notice requirements, LESSEE shall have the right to access the PREMISES and LESSEE shall, within twenty-four (24) hours following actual notice of emergency access, inform LESSOR of (i) the date and time of emergency access; and (ii) the nature of the event requiring emergency access (iii) and the names of the persons and/or company that accessed the PREMISES.

5. **Construction.**

a. **Plans and Specifications.** Prior to the commencement of any material upgrades or alterations of the existing COMMUNICATION FACILITY on the PREMISES that require a permit, LESSEE shall submit an application to the City in accordance with the then-current City requirements.

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

c. **Structural Observations.** LESSOR's professional structural engineer licensed in California shall conduct all structural observations for any and all structural work required as set forth in LESSEE's structural engineering and structural plans and wet-stamp all engineering documents and plans, all at LESSEE's sole cost.

d. **Hours of Construction.** LESSEE's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of LESSOR's tenants at the PROPERTY. LESSEE shall schedule its construction activities between the hours of 6:00 A.M. PST and 9:00 P.M. Pacific Time Monday through Friday unless approval in writing in advance is obtained from the Director of Public Works/City Engineer, and otherwise permitted by the City's Municipal Code. In the event LESSEE needs access outside of these hours to conduct emergency repairs, LESSEE shall contact LESSOR's emergency contact telephone number at (925) 778-2441 to coordinate and receive approval in advance for such after-hours access. After-hours access can be denied for any or no reason, except in the event of an emergency, as set forth in Section 4(h).

e. **Manner of Construction.** LESSEE, its employees, contractors and agents, shall maintain the construction area and construct all parts of the COMMUNICATION FACILITY in a workmanlike manner that complies in every respect with all applicable federal, state, and local laws and regulations.

6. **Term.**

a. **Initial Term.** The initial five (5) year term shall retroactively commence on April 2, 2019 ("COMMENCEMENT DATE") and expire on April 1, 2024 ("INITIAL TERM").

b. **Renewal Term(s).** This AGREEMENT shall automatically renew for up to three (3) additional five (5) year terms (each a "RENEWAL TERM"), unless LESSEE is in DEFAULT of this AGREEMENT at the end of the INITIAL TERM or any RENEWAL TERM or LESSEE delivers to LESSOR written notice of its intent not to renew at least ninety (90) days before the end of any term. The PARTIES collectively refer to the INITIAL TERM and any RENEWAL TERMS exercised by the LESSEE as the "TERM." The terms and conditions for each RENEWAL TERM shall be the same terms and conditions as in this AGREEMENT, except that the RENT shall be increased as set forth below. In no event shall the TERM of this AGREEMENT

exceed a total of twenty (20) years from the COMMENCEMENT DATE unless otherwise agreed upon by LESSOR and LESSEE.

c. Holdover Term. LESSEE's right to possess and use the PREMISES shall immediately terminate at the expiration or the earlier termination of this AGREEMENT. In the event that LESSEE continues to possess or use the PREMISES or any part of the PROPERTY after this AGREEMENT expires or terminates, then (1) the TERM shall automatically convert to a month-to-month tenancy ("**HOLDOVER TERM**"); (2) the RENT shall automatically increase one hundred twenty-five percent (125%) over the RENT in effect at that time ("**HOLDOVER RENT**"); and (3) all other terms and conditions in this AGREEMENT shall continue. The HOLDOVER TERM and HOLDOVER RENT shall continue until one party gives the other party thirty (30) days' prior written notice ending the HOLDOVER TERM, thereby automatically commencing the RESTORATION PERIOD as that term is defined below on the effective date of such termination.

7. Rent.

a. Base Rent. LESSEE shall pay LESSOR Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year, payable in equal monthly installments, in advance, on the first (1st) day of each month throughout the TERM ("**RENT**"). RENT shall automatically commence and become due and payable on the COMMENCEMENT DATE and LESSEE shall pay any RENT due within thirty (30) days following the EFFECTIVE DATE. Thereafter LESSEE shall pay a full month's RENT on the first day of each calendar month, except that payment shall be pro-rated for the final fractional month of this AGREEMENT, or if this AGREEMENT is terminated before the expiration of any month for which RENT should have been paid.

b. Annual Rent Escalator. On every anniversary of the COMMENCEMENT DATE throughout the TERM, and any HOLDOVER TERM, RENT shall automatically increase three percent (3%) over the RENT OR HOLDOVER RENT in effect during the immediately prior twelve (12) months.

c. Access Road Contribution. In addition to RENT, LESSEE shall tender to LESSOR a separate sum equal to Two Thousand and 00/100 Dollars (\$2,000.00) upon the EFFECTIVE DATE of this AGREEMENT accounting for LESSEE's portion of the reasonable costs and expenses of maintaining the ACCESS ROUTE ("**ACCESS ROAD CONTRIBUTION**"). LESSOR shall have the right to use such ACCESS ROAD CONTRIBUTION in its reasonable judgment for the purposes set out herein. In the event the ACCESS ROAD CONTRIBUTION funds become less than One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), LESSOR may notify and invoice LESSEE for the amount required to restore the ACCESS ROAD CONTRIBUTION funds to Two Thousand and 00/100 Dollars (\$2,000.00), and LESSEE shall pay such invoice within thirty (30) days after receipt of invoice. Any unused ACCESS ROAD CONTRIBUTION will be returned to LESSEE upon the natural expiration or earlier termination of this AGREEMENT and upon LESSEE's completion of the requirements in Section 10 below.

d. Submission Fee. Separate from RENT, LESSEE shall pay to LESSOR a submission fee of Twelve Thousand and 00/100 Dollars (\$12,000.00) ("**SUBMISSION FEE**")

prior to submission of this AGREEMENT for City Council consideration. The SUBMISSION FEE is intended to reimburse the LESSOR for all of its costs and expenses to engage in the negotiations for and submission of this AGREEMENT to the City Council. The PARTIES agree that LESSOR shall fully earn such SUBMISSION FEE upon its submission of this AGREEMENT to the City Council for consideration, and that such SUBMISSION FEE does not constitute RENT or any offset to RENT.

e. Payments. LESSEE shall ensure that all RENT and HOLDOVER RENT (as applicable) and ACCESS ROAD CONTRIBUTION payments shall include LESSEE's site name and business unit number. Payments shall be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other addressee and address as may be determined from time to time and upon notice to LESSEE pursuant to Section 28 herein. Any written notice required pursuant to Section 28 tendered to the address specified in this Section 7(d) is invalid and not considered to be tendered to LESSOR, except to the extent the addresses in Sections 7(e) and 28 are the same.

8. Maintenance and Repairs.

a. Premises. Throughout the TERM and any HOLDOVER TERM, LESSEE, at its sole cost and expense, shall keep, maintain, and repair all areas of the PREMISES in accordance with industry standard practices. LESSOR shall not have any responsibility to keep, maintain, or repair within the area of the PREMISES.

b. Graffiti. LESSEE shall abate any graffiti, household trash, litter or any other public nuisance that arises from LESSEE's use of the PREMISES within forty-eight (48) hours of LESSOR's notification to LESSEE of same or as soon thereafter as is reasonably practicable. Throughout the TERM of this AGREEMENT, LESSEE shall promptly repair any damage to any area where it enjoys exclusive control, which includes the PREMISES, to substantially the condition that existed on the EFFECTIVE DATE, ordinary wear and tear excepted. In the event LESSEE repairs the PREMISES for damage caused by LESSOR, LESSOR shall reimburse LESSEE for the reasonable costs of such repairs within thirty (30) days of receipt of notice from LESSEE, which notice shall include documentation reasonably evidencing such costs.

c. Property. LESSOR shall maintain and repair the PROPERTY as reasonably necessary to permit access to the COMMUNICATION FACILITY as required in this AGREEMENT, subject to reasonable wear and tear and damage from the elements. LESSOR shall reasonably attempt to provide LESSEE with notice before LESSOR commences any maintenance or repairs to the PROPERTY that will or reasonably might temporarily impair LESSEE's use of the PREMISES, except no such notice shall be required in connection with any public emergency, or emergency or urgent maintenance and/or repair of the water tank site on the PROPERTY. In the event of any such impairment, LESSOR shall provide alternate access to the PREMISES.

d. LESSEE's Duty to Repair to PROPERTY. Upon receipt of LESSOR's notice to LESSEE of damage to the PROPERTY caused by or attributable in whole or in part to LESSEE, LESSEE shall, at its sole cost and expense, promptly repair all such damage to the PROPERTY

caused as a result of LESSEE's, or its agent's, contractor's, employee's, or representative's construction, operation, maintenance, omissions, or other use in connection with the COMMUNICATION FACILITY. Immediately upon LESSEE's notice of damage it causes to the PROPERTY or LESSOR's improvements, LESSEE shall immediately provide LESSOR with written notice of such damage. At LESSOR's option, LESSEE shall, at its sole cost and expense, promptly repair the same in accordance with industry standard practices and approved by the City, or LESSOR may cause such repairs at LESSEE's reasonable expense and LESSEE shall reimburse LESSOR for the reasonable costs of such repairs within thirty (30) days of receipt of notice from LESSOR, which notice shall include documentation reasonably evidencing such costs.

e. LESSEE's Work. All of LESSEE's work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, and subject to the conditions of any use permits or other authorizations granted by the City of Antioch in its permitting capacity, and in full compliance with all applicable federal, state, and local laws and regulations.

9. **Title to Communication Facility and Right to Remove during Term.**

a. All equipment and other property brought, placed, or erected on the PROPERTY by LESSEE shall be and remain the personal property of LESSEE.

b. LESSOR hereby waives any and all lien rights it may have, statutory or otherwise, concerning the COMMUNICATION FACILITY or any portion thereof, which shall be deemed personal property for the purpose of this AGREEMENT, whether or not the same is deemed real or personal property under applicable laws.

c. LESSOR gives LESSEE the right to remove all or any portion of the same from time to time during the TERM, HOLDOVER TERM and RESTORATION PERIOD, in LESSEE's sole discretion and without consent from LESSOR.

10. **Removal and Restoration; Reconveyance.**

a. Within ninety (90) calendar days after this AGREEMENT expires or terminates ("RESTORATION PERIOD"), LESSEE, at its sole expense, has the absolute duty to completely remove facilities, equipment and improvements to a depth of three (3) feet, and restore the PREMISES and any affected areas of the PROPERTY to its original condition as it existed before the EFFECTIVE DATE of the Original Lease, excluding ordinary wear and tear.

b. Immediately upon the expiration of the RESTORATION PERIOD, Lessee's right to transmit radio frequencies from the PROPERTY pursuant to this AGREEMENT terminates not subject to any revival.

c. If LESSEE has recorded a Memorandum of Communications Site Ground Agreement or similar notice in LESSOR's Property chain of title with the Contra Costa County Recorder's Office, LESSEE, at its sole cost, shall, following expiration or termination of this Agreement, promptly execute and record a quit claim deed to reconvey to LESSOR all of LESSEE's rights in the Property granted pursuant to this AGREEMENT.

d. Notwithstanding any other provision of this AGREEMENT, LESSEE's obligation to pay the RENT or HOLDOVER RENT as applicable hereunder shall continue until LESSEE has complied with all removal, restoration, and reconveyance requirements of this AGREEMENT.

11. Mechanics' Liens.

a. Throughout the entirety of this AGREEMENT, LESSEE shall keep the entire PREMISES free and clear from all mechanics' liens, materialmen's liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of LESSEE, any repair, alteration, or addition which LESSEE may make or permit or cause to be made, or any work or construction by, for, or permitted by LESSEE on or about the PREMISES.

b. LESSEE shall cause and ensure that all construction shall occur lien-free and in compliance with all applicable federal, state, and local laws, ordinances, regulations, and government permit conditions. If any lien is filed against the PREMISES or PROPERTY related to the COMMUNICATION FACILITY, LESSEE shall discharge the lien or bond the lien off in a manner reasonably satisfactory to LESSOR within thirty (30) days after LESSOR tenders notice to LESSEE of lien filing, provided LESSEE shall have such extended period as may be required beyond the thirty (30) day period if LESSEE commences to discharge the lien or bond the lien off within the thirty (30) day period and thereafter continuously and diligently pursues the discharge to completion. LESSEE shall indemnify, defend, and hold LESSOR harmless against all such liens, claims of liens, and suits or other processes and procedures that pertain thereto.

12. Utilities. LESSEE shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "UTILITIES") under its own account and at its sole cost and expense. LESSOR shall reasonably cooperate with LESSEE's UTILITIES providers. LESSOR shall not provide any UTILITIES whatsoever to LESSEE, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall LESSEE "submeter" from LESSOR or use any utility service billed by the utility to LESSOR.

a. **Utility Easement.** LESSOR hereby acknowledges the existing grant of a utility easement over, under and upon the PROPERTY (the "UTILITY EASEMENT") to LESSEE, LESSEE's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors in the location shown in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes. LESSOR grants the UTILITY EASEMENT to LESSEE for the purposes provided during the TERM and thereafter for a reasonable period of time for LESSEE to remove its COMMUNICATION FACILITY. LESSEE's interest in the UTILITY EASEMENT shall immediately dissolve and any rights granted thereby shall automatically revert back to LESSOR upon the expiration of the RESTORATION PERIOD, and if such UTILITY EASEMENT is recorded, it shall be released consistent with the provision of Section 10(c) of this Agreement.

13. Interference with Communications.

a. LESSEE's Non-Interference.

i. LESSEE acknowledges that the PROPERTY serves in its primary and paramount use as a water tank site and acknowledges that this said use controls over and is superior to any commercial use by LESSEE. LESSOR acknowledges and agrees that LESSEE shall have exclusive use of the one thousand (1,000) square foot portion of the PREMISES occupied by LESSEE's COMMUNICATION FACILITY as more fully described as Tower Lease A, Tower Lease B, Tower Lease C and Tower Lease D in Exhibit "B".

ii. LESSEE shall not use, nor shall LESSEE permit its employees, representatives, invitees, contractors or agents to use, the PREMISES or COMMUNICATION FACILITY in any way that materially interferes with the use of any portion of the PROPERTY by LESSOR, or by other tenants or licensees of LESSOR with rights in any portion of the PROPERTY that predate the ORIGINAL LEASE. Such interference shall be deemed a material breach by LESSEE, and LESSEE shall have the responsibility to terminate said interference as soon as reasonably feasible, provided, however, that LESSEE shall use reasonable efforts to correct and eliminate such interference within five (5) business days after LESSEE's receipt of written notice from LESSOR.

iii. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference will cause irreparable injury to LESSOR and, therefore, LESSOR shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to declare an event of default of this AGREEMENT upon written notice to LESSEE.

b. LESSOR's Non-Interference.

i. Subject to and except as provided in the provisions of this AGREEMENT, LESSOR shall not use, nor shall LESSOR permit its employees, representatives, invitees, contractors or agents to use the PROPERTY in a way that materially and adversely interferes with the COMMUNICATION FACILITY, the operations of LESSEE or the rights of LESSEE under this AGREEMENT.

ii. Such interference shall be deemed a material breach by LESSOR, and LESSOR shall have the responsibility to terminate said interference as soon as reasonably feasible, provided, however, that LESSOR shall use reasonable efforts to correct and eliminate such interference within five (5) business days after LESSOR's receipt of written notice from LESSEE.

iii. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference will cause irreparable injury to LESSEE and, therefore, LESSEE shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to declare an event of default of this AGREEMENT, upon written notice to LESSOR.

iv. Upon written request by LESSEE and within thirty (30) days of LESSOR's receipt thereof, LESSOR will notify LESSEE in writing of any agreement granting any third party the right to install and operate communications equipment on the PROPERTY.

c. The PARTIES agree that the governmental operations and radio communications of the City of Antioch in its governmental capacity are paramount.

14. Taxes.

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

b. LESSEE shall annually pay any amount equal to any increase in personal property taxes that may be attributable to any improvement of the PREMISES made by LESSEE. If such tax is paid by LESSOR, LESSEE shall reimburse LESSOR for the amount of any such tax payment within thirty (30) days of receipt of sufficient documentation indicating the amount paid and the calculation of LESSEE's pro-rata share. Within thirty (30) days of written request by LESSEE, LESSOR shall furnish evidence of payment of all taxes as applicable.

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

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

b. LESSEE does not observe or perform any non-monetary term under this AGREEMENT within the time period as required in this AGREEMENT or not more than thirty (30) calendar days after receipt of written notice from LESSOR; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSEE promptly commences to cure when it receives written notice from LESSOR, and LESSEE diligently prosecutes its cure to completion;

c. LESSOR does not observe or perform any term under this AGREEMENT within the time period as required in this AGREEMENT or not more than thirty (30) calendar days after receipt of written notice from LESSEE; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSOR promptly commences to cure when it receives written notice from LESSEE, and LESSOR diligently prosecutes its cure to completion; or

d. LESSEE attempts in any manner to exclude LESSOR from the PROPERTY outside the PREMISES, except as provided in this Agreement.

16. Expiration and Termination.

a. Grounds to Terminate. Subject to the provisions of this AGREEMENT, this AGREEMENT shall automatically cease and terminate:

i. Immediately after either PARTY receives written notice pursuant to Section 15, and all relevant cure periods have expired; or

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

b. **Early Termination Fee.** In the event that LESSEE terminates this AGREEMENT pursuant to Section 16(a)(ii), then LESSEE shall include with its termination notice an early termination fee (“**ETF**”) equal to the remaining RENT in the then-current INITIAL TERM or RENEWAL TERM in effect at the time of early termination. The ETF is a fee entirely independent of RENT or HOLDOVER RENT.

c. **Expiration.** Subject to the provisions of this AGREEMENT, this AGREEMENT shall automatically cease and expire immediately after the INITIAL TERM or any RENEWAL TERM when LESSEE delivers to LESSOR at least ninety (90) days’ prior written notice of its intent not to renew pursuant to Section 6 and complies with all removal, restoration, and reconveyance requirements pursuant to Section 10.

17. Damage or Destruction of Premises.

a. If the PREMISES or the PROPERTY are destroyed or damaged so as in LESSEE’s reasonable judgment to hinder its use of the PREMISES unsuitable for the ongoing operation of a wireless communications site, LESSEE may elect to terminate this AGREEMENT as of the date of the damage or destruction provided that LESSEE or its employees, agents, contractors, sublessees, licensees and their employees, agents and contractors did not cause such damage to the PREMISES and in which case LESSEE shall not be subject to the ETF pursuant to this AGREEMENT. LESSEE shall notify LESSOR no more than forty-five (45) days following the date of such damage or destruction of its election to terminate this AGREEMENT as provided herein.

b. In the alternative, LESSEE may elect to continue this AGREEMENT, including without limitation the obligation to pay RENT, and place and operate a temporary COMMUNICATION FACILITY (e.g., a “cell on wheels” or “cell on light truck”) in a location mutually acceptable to LESSEE and LESSOR through the time needed to repair the PREMISES. LESSOR shall bear no cost or expense to repair and restore any damage to the PREMISES, except any damage arising from LESSOR’s negligence or willful misconduct.

18. Condemnation.

a. **Notice.** If LESSOR receives notice of a proposed taking by eminent domain of any part of the PREMISES, and/or the ACCESS ROUTE or the UTILITY EASEMENT, LESSOR will notify LESSEE of the proposed taking within five (5) business days of receiving said notice.

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

c. Partial Takings. In the event a government exercises its eminent domain power to take the PREMISES in part, then LESSEE may elect to either 1) terminate this AGREEMENT because the partial taking in LESSEE's reasonable opinion is sufficient to render the PREMISES unsuitable for LESSEE's ongoing operation of a wireless communications site; or 2) continue this AGREEMENT under the same terms and conditions. In the event LESSEE elects to terminate this AGREEMENT pursuant to this Section, no ETF shall be due. In the event LESSEE elects to continue this AGREEMENT, the PARTIES shall prorate the RENT in proportion to the square footage taken under eminent domain.

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

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

19. Insurance. LESSEE shall maintain during the TERM of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with LESSEE's operation and use of the PREMISES. The cost of such insurance shall be borne solely by LESSEE. The insurance required by this Section 19 does not in any way limit LESSEE's liability under this AGREEMENT. LESSEE shall maintain insurance as follows:

a. Commercial General Liability Insurance Services Office Form CG 00 01, or at least as broad as, covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit. If LESSEE's operations include work within 50 feet of a railroad right of way, LESSEE shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000. The required limits may be met by a combination of primary and excess or umbrella insurance.

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

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by policy language or a separate written endorsement form reasonably acceptable to the City of Antioch with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the LESSEE's insurance at least as broad as ISO Form CG 20 10. The

coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

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

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

c. Worker's Compensation Insurance & Employer's Liability. LESSEE shall also maintain Workers' Compensation Insurance as required by the State of California with statutory limits and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

d. General Requirements.

i. Any deductibles or self-insured retentions must be declared to the LESSOR prior to the full execution of this AGREEMENT.

ii. Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business within the State of California.

iii. LESSEE shall furnish to the LESSOR certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by the LESSOR before work commences, which approval may not be unreasonably withheld or delayed. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. The LESSOR reserves the right to require endorsements, required by these specifications, at any time.

iv. Each liability insurance policy required by this Section 19 shall be endorsed to provide LESSOR with thirty (30) days' prior written notice of cancellation by the insurer for any reason other than non-payment of premium and such notice shall be mailed directly to the LESSOR.

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

vi. LESSOR reserves the right to reasonably modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other

special circumstance, upon a minimum of thirty (30) days after LESSEE's receipt of written notice from LESSOR.

20. Assignments or Transfers.

a. LESSOR may assign or transfer this AGREEMENT to any person or entity without any requirement for prior approval by LESSEE, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the LESSOR in this AGREEMENT.

b. LESSEE may not assign or transfer this AGREEMENT without the prior written consent from LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LESSEE may, at its sole discretion and upon thirty (30) days written notice to LESSOR, but without any requirement for prior approval by LESSOR, assign or transfer this AGREEMENT in its entirety to any AFFILIATE (defined hereafter) of LESSEE. Assignment of this AGREEMENT to an AFFILIATE by LESSEE shall be effective upon LESSEE sending the aforementioned written notice to LESSOR and shall relieve LESSEE from any further liability or obligation under this AGREEMENT. For purposes of this AGREEMENT, the term "AFFILIATE" means, with respect to LESSEE, any person or entity that directly controls, is controlled by, or under common control with LESSEE's ultimate parent company, T-Mobile.

21. Subleases. LESSEE may sublease, sublicense, or in any other manner allow a third PARTY to occupy or use antenna space on its COMMUNICATION FACILITY; provided, however, any sublessee must first obtain a separate ground lease or other agreement from LESSOR, which LESSOR may deny for any or no reason.

22. Subordination; Estoppel Certificates. This AGREEMENT shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the PROPERTY and to any renewals, extensions, supplements, amendments, modifications or replacements thereof, provided that any mortgagee shall recognize the validity of this AGREEMENT in the event of foreclosure. In confirmation of such subordination, LESSEE shall execute and deliver promptly any certificate of subordination that LESSOR may request, provided that such certificate acknowledges that this AGREEMENT remains in full force and effect. In the event that the PREMISES is or shall be encumbered by such a mortgage, LESSOR shall obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage, in recordable form. If LESSOR fails to provide any non-disturbance agreement, LESSEE may withhold and accrue, without interest, the RENT until such time as LESSEE receives all such documentation. If any mortgagee or lender succeeds to LESSOR's interest in the PROPERTY through a foreclosure proceeding or by a deed in lieu of foreclosure, LESSEE shall attorn to and recognize such successor as LESSOR under this AGREEMENT.

23. Indemnification.

a. LESSEE hereby agrees to indemnify, hold harmless and defend LESSOR and LESSOR's officers, officials, employees, agents from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death arising from or in connection with LESSEE's use, operation,

maintenance or repair of COMMUNICATION FACILITY at the PREMISES or access over the PROPERTY for access to the PREMISES, except those resulting from the sole negligence or willful misconduct of LESSOR.

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

c. The indemnity provision of this section shall survive the expiration or cancellation of this AGREEMENT.

24. Environmental Issues; Historic Preservation; Hazardous Materials.

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

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

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

d. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its officers, officials, agents, employees, and volunteers against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach by LESSEE or parties acting under or on behalf of LESSEE in their use of flammable or Hazardous Materials on the PROPERTY, except in the event of LESSOR'S sole negligence or willful misconduct. This paragraph shall survive termination of this AGREEMENT.

e. "**Hazardous Materials**" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any GOVERNMENTAL APPROVALS) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such

body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this AGREEMENT.

25. Public Record Disclosure. LESSEE acknowledges that LESSOR is a public entity under the laws of the State of California. Furthermore, the PARTIES acknowledge that this AGREEMENT constitutes a public record that LESSOR must publicly disclose under (1) the California Public Records Act, California Government Code sections 6250 *et seq.*; (2) Title 17, California Code of Regulations sections 91000 *et seq.*; (3) Article I, section 3, of the California State Constitution; and (4) any other law or regulation that may require public entities to disclose public records.

26. Bankruptcy.

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

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

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

27. Relocation Within Property.

a. LESSEE acknowledges that the fundamental and paramount use of the PROPERTY is to serve as a water tank site and that this AGREEMENT is granted and renewed based on the fact that the location of the COMMUNICATION FACILITY does not now or in the future interfere with the fundamental and paramount use of the PROPERTY. Any time after the

expiration of the INITIAL TERM, LESSOR shall have the right, upon redevelopment of the PROPERTY, to require LESSEE to relocate its COMMUNICATION FACILITY to another location on the PROPERTY once during the TERM of this AGREEMENT, provided however, that such relocation shall (1) be at LESSOR's sole cost and expense, (2) be performed by LESSEE or its agents, (3) not result in any interruption of the communications service provided by LESSEE on the PROPERTY, (4) not impair or materially alter the quality of communications service provided by LESSEE on and from the PROPERTY, and (5) be done in accordance with subsections (b) and (c) below. Upon relocation of the COMMUNICATION FACILITY, the access and utility rights of way will be relocated, to a mutually agreed upon new location, to operate and maintain the COMMUNICATION FACILITY. If necessary to prevent disruption in the continuous operation of LESSEE's network in the area served by the COMMUNICATION FACILITY at the PREMISES, LESSEE shall designate a temporary site on LESSOR's PROPERTY in a mutually suitable location to operate a temporary facility during the process of relocation and LESSEE may operate its facility thereon.

b. LESSOR shall exercise its relocation right under subsection (a) above by (and only by) delivering written notice (the "**NOTICE**") to LESSEE. In the NOTICE, LESSOR shall propose an alternate site within or on the PROPERTY to which LESSEE may relocate the COMMUNICATION FACILITY. LESSEE shall have sixty (60) days from the date it receives the NOTICE to evaluate LESSOR's proposed relocation site, during which period LESSEE shall have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESSEE fails to approve of such proposed relocation site in writing within the sixty (60) day period, LESSEE shall be deemed to have disapproved such proposed relocation site. If LESSEE disapproves of such relocation site, then LESSOR may thereafter propose another relocation site by NOTICE to LESSEE in the manner set forth above. Any relocation site which LESSOR and LESSEE agree upon in writing shall be referred to as the "**RELOCATION SITE.**" LESSEE shall have a period of not less than twelve (12) months after execution of a written agreement between the parties concerning the location and dimensions of the RELOCATION SITE to relocate LESSEE's Facilities to the RELOCATION SITE.

c. Upon relocation of the COMMUNICATION FACILITY to the RELOCATION SITE, all references to the PREMISES herein shall be deemed to be references to the RELOCATION SITE. LESSOR and LESSEE agree that the RELOCATION SITE (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey will then replace Exhibit "B" and become a part hereof and will control or describe the PREMISES only upon LESSOR's approval of said survey which shall be indicated by LESSOR's initials upon each page of the survey. Except as expressly provided, LESSOR and LESSEE hereby agree that in no event will the relocation of LESSEE's Facilities or any part thereof, under subsection (a) above, affect, alter, modify or otherwise change any of the terms and conditions of this AGREEMENT.

d. In the event of relocation by LESSOR pursuant to the terms of this Section, LESSOR hereby acknowledges and agrees that LESSEE shall have no obligation (financial or otherwise) to relocate the COMMUNICATION FACILITY or any equipment or utilities of LESSOR or any other sublessees or licensees located on the PROPERTY.

e. In the event of an emergency that requires LESSOR to conduct immediate repairs to the water tank on the PROPERTY for public health and safety reasons, LESSOR may require LESSEE to temporarily relocate the COMMUNICATION FACILITY to a temporary communications facility or cell on wheels at an alternate location within the PROPERTY for no more than thirty (30) days during LESSOR's emergency repair of the water tank.

28. Notices and Deliveries.

a. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective PARTIES set forth below in this subsection (a):

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

With a true and complete copy simultaneously delivered to:
City of Antioch, California
Attn: City Attorney – LEGAL NOTICE
P.O. Box 5007
Antioch, CA 94531

LESSEE: T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a copy to:
T-Mobile West Tower LLC
CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

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

c. LESSOR's designated Payee is:

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

d. LESSOR may from time to time designate any other address for the LESSOR's Payee by written notice to the other PARTY.

29. **Deletion of Original Lease.** LESSOR and LESSEE agree that the ORIGINAL LEASE is hereby amended by deleting it in its entirety and restating the ORIGINAL LEASE as provided for in this AGREEMENT.

30. **Miscellaneous.**

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

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

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

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

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

f. **Recording of Memorandum.** LESSOR acknowledges that a memorandum of this AGREEMENT will be recorded in the Official Records of the County where the PROPERTY is located.

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

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

i. Compliance with Laws. The PARTIES shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and judicial or administrative tribunal orders that in any manner affect the performance of this AGREEMENT. The PARTIES intend this Section to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

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

k. Waiver of Incidental and Consequential Damages. Neither PARTY will assert any claim whatsoever against the other PARTY for any indirect, special, incidental or consequential damages incurred as a result of the construction or use of the COMMUNICATION FACILITY or the use of the PROPERTY.

l. Government Claims. Any claim for money damages by LESSEE against LESSOR hereunder shall be subject to Section 3-13.01 of the City of Antioch, California, Code, and the California Government Code §§ 900 *et seq.*

m. Waivers.

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

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

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

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

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

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

r. IRS Form W-9/CA FTB Form 590. LESSOR agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this AGREEMENT and at such other times as may be reasonably requested by LESSEE. In the event the PROPERTY is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide LESSEE with a completed IRS Form W 9, or its equivalent, and other related paper work to effect a transfer in the RENT to the new lessor.

s. Quiet Enjoyment. LESSOR covenants that LESSEE, on timely paying the correct RENT or HOLDOVER RENT and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the PREMISES.

SIGNATURES ON NEXT PAGE

Site No.: 826703
Site Name: PL267 Water Tank

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth below and acknowledge that this AGREEMENT is effective as of the date first above written.

LESSOR:

CITY OF ANTIOCH, a California municipal corporation

By: _____
Title: _____

Signature: _____
Date: _____

Approved as to Form:

By: Thomas Lloyd Smith
Title: City Attorney, City of Antioch

Signature: _____
Date: _____

Attest:

By: _____
City Clerk

Signature: _____
Date: _____

LESSEE:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By:  _____
Print Name: Lori Lopez
Print Title: Sr. REA Transaction Manager
Date: 6/12/2021

Site No.: 826703
Site Name: PL267 Water Tank

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The PROPERTY of which PREMISES are a part is described as follows:

PARCEL D A PORTION OF PARCEL A PARCEL MAP 123 PM 45.

Assessor's Parcel Number: 530-030-028-4

EXHIBIT "B"

DESCRIPTION OF PREMISES

The PREMISES consist of those specific areas described/shown below or where LESSEE's COMMUNICATION FACILITY occupy the PROPERTY. Exhibit "B" shall also include a legal description of the PREMISES.

TOWER LEASE A AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;

THENCE S 89°37'18" W A DISTANCE OF 544.83 FEET;

THENCE S 00°00'00" E A DISTANCE OF 497.67 FEET;

THENCE S 90°00'00" E A DISTANCE OF 296.50 FEET TO THE POINT OF BEGINNING;

THENCE N 00°00'00" W A DISTANCE OF 10.00 FEET;

THENCE N 90°00'00" E A DISTANCE OF 10.00 FEET;

THENCE S 00°00'00" E A DISTANCE OF 10.00 FEET;

THENCE N 90°00'00" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET OR 0.0023 ACRES, MORE OR LESS.

TOWER LEASE B AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;

THENCE S 89°37'18" W A DISTANCE OF 544.83 FEET;

THENCE S 00°00'00" E A DISTANCE OF 497.67 FEET;

THENCE S 90°00'00" E A DISTANCE OF 296.50 FEET;

Site No.: 826703

Site Name: PL267 Water Tank

THENCE S 36°09'30" W A DISTANCE OF 17.53 FEET TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 20.00 FEET;

THENCE S 00°00'00" E A DISTANCE OF 20.00 FEET;

THENCE N 90°00'00" W A DISTANCE OF 20.00 FEET;

THENCE N 00°00'00" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET OR 0.0092 ACRES, MORE OR LESS.

TOWER LEASE C AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;

THENCE S 89°37'18" W A DISTANCE OF 544.83 FEET;

THENCE S 00°00'00" E A DISTANCE OF 497.67 FEET;

THENCE S 90°00'00" E A DISTANCE OF 296.50 FEET;

THENCE S 36°09'30" W A DISTANCE OF 17.53 FEET;

THENCE S 00°00'00" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 20.00 FEET;

THENCE S 00°00'00" E A DISTANCE OF 20.00 FEET;

THENCE N 90°00'00" W A DISTANCE OF 20.00 FEET;

THENCE N 00°00'00" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET OR 0.0092 ACRES, MORE OR LESS.

TOWER LEASE D AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS; THENCE SOUTH 89°37'18" WEST A

DISTANCE OF 544.83 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 468.95 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 216.06 FEET; THENCE SOUTH 08°35'30" WEST A DISTANCE OF 10.11 FEET; THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 56.38 FEET, WITH A RADIUS OF 49.38 FEET, WITH A CHORD BEARING OF SOUTH 08°04'00" WEST, AND A CHORD LENGTH OF 53.36 FEET; THENCE SOUTH 19°43'31" EAST A DISTANCE OF 77.61 FEET; THENCE SOUTH 37°41'16" WEST A DISTANCE OF 97.52 FEET TO THE POINT OF BEGINNING;

THENCE N 52°18'44" W A DISTANCE OF 10.00 FEET;
THENCE N 37°41'16" E A DISTANCE OF 10.00 FEET;
THENCE S 52°18'44" E A DISTANCE OF 10.00 FEET;
THENCE S 37°41'16" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQ. FT. OR 0.0023 ACRES, MORE OR LESS.

ACCESS/UTILITY EASEMENT AS SURVEYED:

A 20 FOOT STRIP OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS; THENCE SOUTH 89°37'18" WEST A DISTANCE OF 544.83 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 468.95 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 216.06 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 08°35'30" WEST A DISTANCE OF 10.11 FEET;
THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 56.38 FEET, WITH A RADIUS OF 49.38 FEET, WITH A CHORD BEARING OF SOUTH 08°04'00" WEST, AND A CHORD LENGTH OF 53.36 FEET;
THENCE SOUTH 19°43'31" EAST A DISTANCE OF 77.61 FEET;
THENCE SOUTH 37°41'16" WEST A DISTANCE OF 97.52 FEET;
ALSO FROM SAID POINT OF BEGINNING SOUTH 88°51'21" EAST 89.34 FEET;
ALSO FROM SAID POINT OF BEGINNING WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 140.44 FEET, WITH A RADIUS OF 139.90 FEET, WITH A CHORD BEARING OF NORTH 22°15'12" WEST, WITH A CHORD LENGTH OF 134.61 FEET;

Site No.: 826703

Site Name: PL267 Water Tank

THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 287.82 FEET, WITH A RADIUS OF 97.26 FEET, WITH A CHORD BEARING OF NORTH 46°40'55" EAST, WITH A CHORD LENGTH OF 193.71 FEET;

THENCE SOUTH 49°03'36" EAST A DISTANCE OF 257.08 FEET;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 58.68 FEET, WITH A RADIUS OF 91.86 FEET, WITH A CHORD BEARING OF SOUTH 74°28'33" EAST, WITH A CHORD LENGTH OF 57.69 FEET;

THENCE NORTH 87°13'23" EAST A DISTANCE OF 43.36 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF VIA DORA DRIVE;

CONTAINING 22,159 SQ. FT. OR 0.5087 ACRES, MORE OR LESS.

PERMISSIBLE PARKING AREA AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;

THENCE S 89°37'18" W A DISTANCE OF 544.83 FEET;

THENCE S 00°00'00" E A DISTANCE OF 529.42 FEET;

THENCE S 90°00'00" E A DISTANCE OF 196.75 FEET TO THE POINT OF BEGINNING;

THENCE N 72°24'31" E A DISTANCE OF 21.83 FEET;

THENCE S 19°55'44" E A DISTANCE OF 62.62 FEET;

THENCE S 38°47'12" W A DISTANCE OF 25.67 FEET;

THENCE N 19°50'15" W A DISTANCE OF 76.84 FEET TO THE POINT OF BEGINNING.

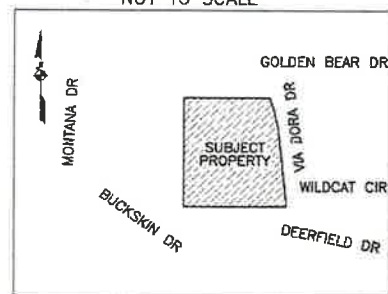
CONTAINING 1,525 SQUARE FEET OR 0.0350 ACRES, MORE OR LESS.

[As-Built Survey Follows (4 pages total)]

826703
4506 VIA DORA DR
ANTIOCH, CA, CONTRA COSTA COUNTY 94531


[illegible]

NOT TO SCALE



AREA	SQ. FT.	ACRES
PAYMENT PARCEL	429,343	9.8064
TOWER LEASE A	100	0.0023
TOWER LEASE B	400	0.0092
TOWER LEASE C	400	0.0092
TOWER LEASE D	100	0.0023
WATER TANK ROOFTOP EASEMENT	7,804	0.1803
ACCESS & UTILITY EASEMENT	22,139	0.5087
PERMISSIBLE PARKING AREA	1,825	0.0420

COVER SHEET
PROPERTY OVERVIEW
LEASE OVERVIEW
LEGAL DESCRIPTION




CROWN CASTLE
Total Corporate Office
California CA 95131

SURVEY PERFORMED FOR:
GEORGE SURVEYING, INC.
 15340 NW 13th Avenue, Suite A, Alhambra, CA 91801
 Tel: (310) 418-0005 Fax: (310) 452-8900

SURVEY COORDINATED BY:
 Jeffery Smith
 15340 NW 13th Avenue, Suite A, Alhambra, CA 91801
 Tel: (310) 418-0005 Fax: (310) 452-8900

SURVEY PERFORMED BY:
 Jeffery Smith
 15340 NW 13th Avenue, Suite A, Alhambra, CA 91801
 Tel: (310) 418-0005 Fax: (310) 452-8900

SURVEYORS CERTIFICATION:
 I hereby certify to Crown Castle and
 Publicly Finance Title Insurance Company
 the following information:
 JEFFERY SMITH, JAMES H. POWERS, P.E., P.P.S., C.L.A.S.



DATE: _____

LEASE AREA PROVIDED BY PLANNED DEVELOPMENT OFFICE:
 LEASE AREA 14.0000 NET
 1/2" = 1' Contour read 0410 S 151' E
 which bears an azimuth and a DISTANCE

BASES OF MONITOR:
 THE GRADING OF "H 10502" IN WHICH PLAT 105 4400 IS SHOWN ON THE MONUMENT LINE WAS USED AS THE BASIS OF GRADING FOR THE PURPOSE OF THIS SURVEY.

NOTES:

1. SURVEY PERFORMED ON 07/11/2020.
2. NO SUBSEQUENT INVESTIGATION HAS BEEN MADE AS TO THE ACCURACY OF THE MONUMENT LINE. THE MONUMENT LINE IS LIMITED TO AND HAS BEEN OBSERVED BY THE SURVEYOR.
3. NOT ALL DRAINAGE ARE SPECIFIED IN THIS SURVEY. THE SURVEYOR HAS OBSERVED A DRAINAGE MONUMENT LINE ON THE "H 10502" PLAT.
4. NO EXISTING OR PROPOSED DRAINAGE MONUMENT LINE WAS OBSERVED ON SITE AS OF DATE OF SURVEY.

REV#	DATE	DESCRIPTION	DR
1	07/11/2020	SURVEY REQUESTED	
2	07/11/2020	NEW PROPOSED AREAS	
3	07/11/2020	DESCRIPTIONS ADDED	

TITLE INFORMATION:

Name: PL267 WATER TANK
 D/LN: DLN 0256703
 Address: 4506 VIA DORCA DR
 NORTON, CA 94045
 County: CONNERA CO. CA COUNTY

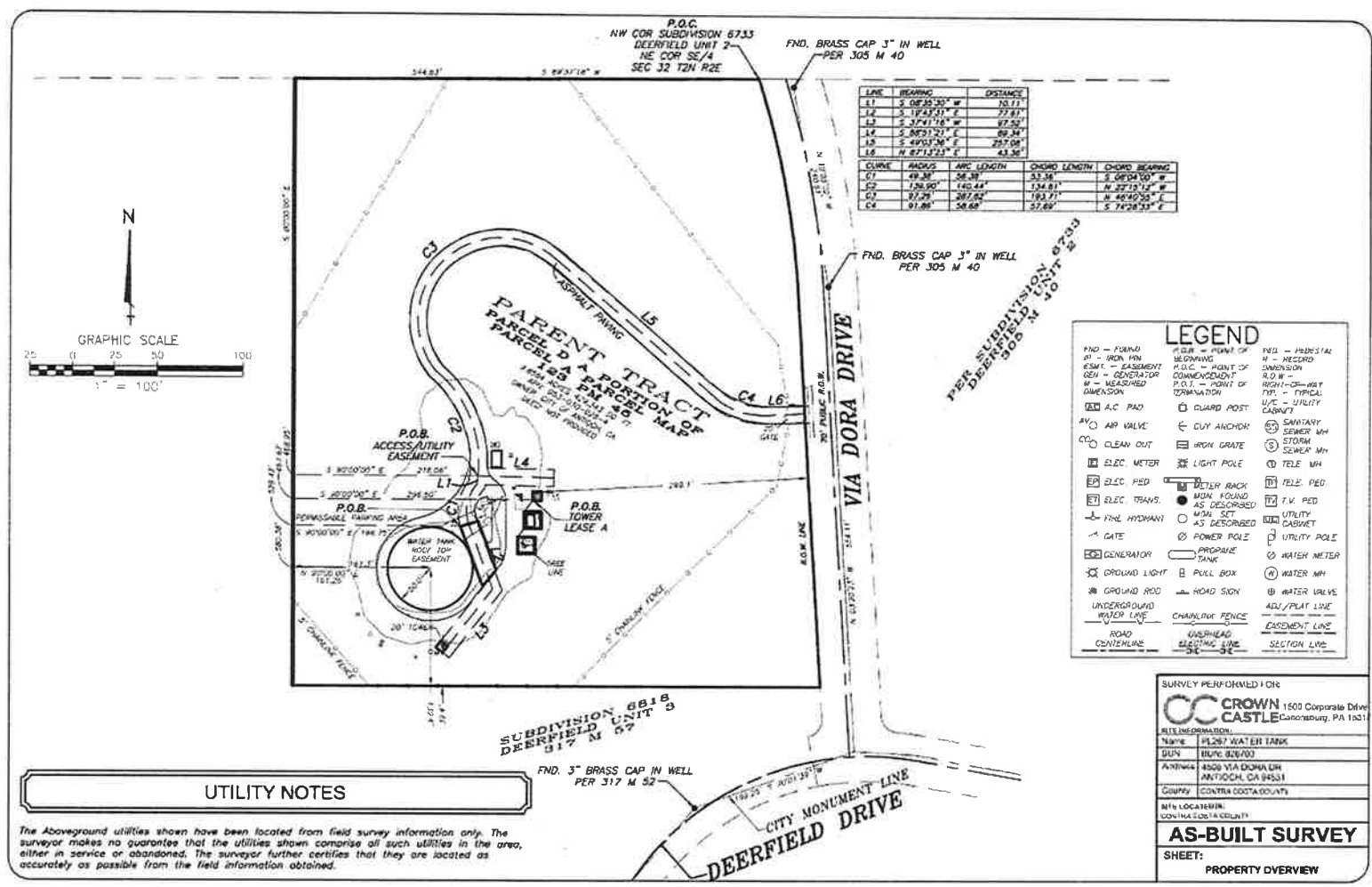
SITE LOCATED BY:
 D/LN: CCGSTA COUNTY

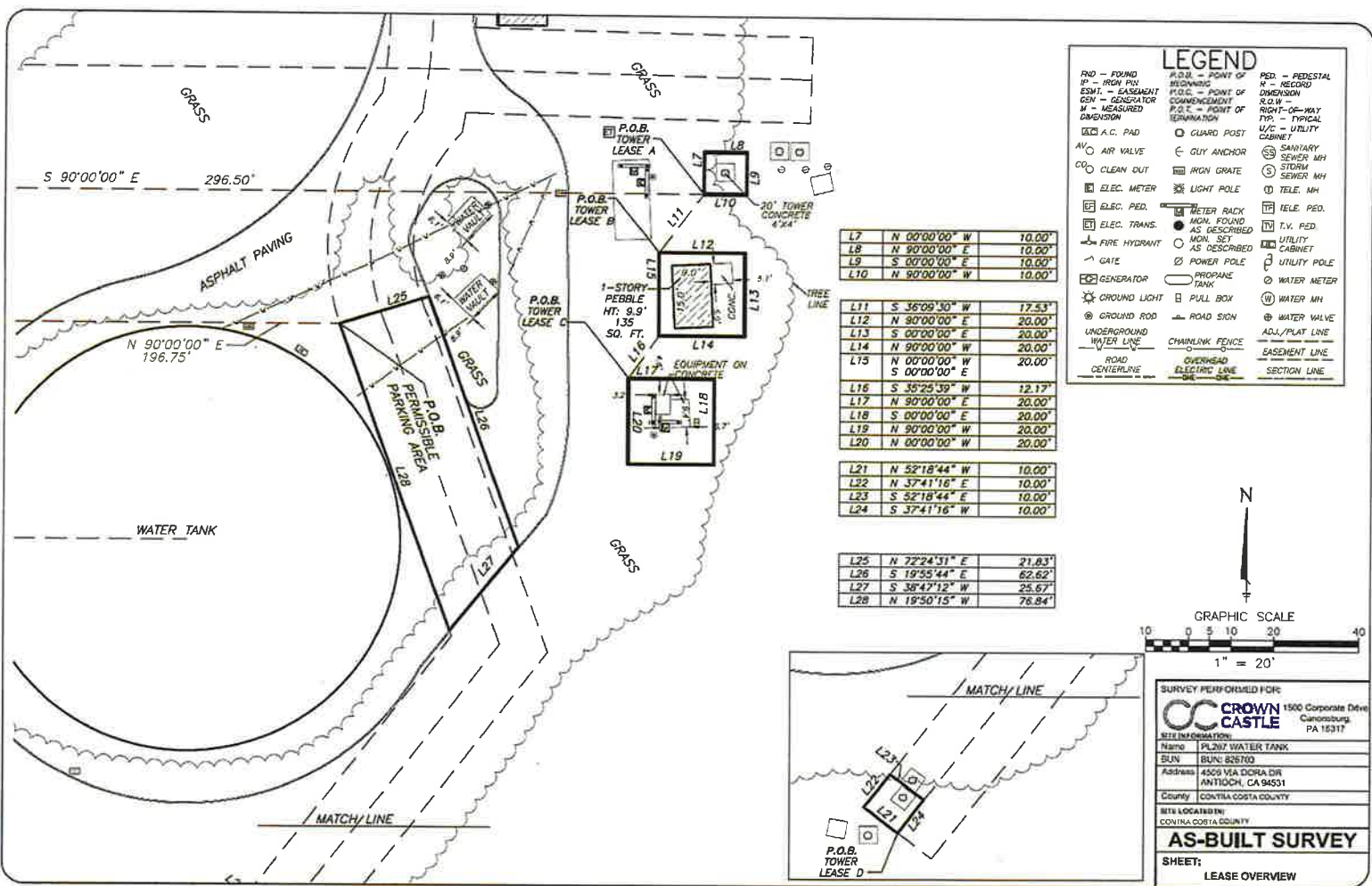
AS-BUILT SURVEY

SHEET: _____

COVER SHEET

Site No.: 826703
Site Name: PL267 Water Tank





LEGAL DESCRIPTIONS

TOWER LEASE A AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;
 THENCE S 89°37'18" W A DISTANCE OF 544.83 FEET;
 THENCE S 00°00'00" E A DISTANCE OF 497.67 FEET;
 THENCE S 90°00'00" E A DISTANCE OF 296.50 FEET TO THE POINT OF BEGINNING;

THENCE N 00°00'00" W A DISTANCE OF 10.00 FEET;
 THENCE N 90°00'00" E A DISTANCE OF 10.00 FEET;
 THENCE S 00°00'00" E A DISTANCE OF 10.00 FEET;
 THENCE N 90°00'00" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 100 SQUARE FEET OR 0.0023 ACRES, MORE OR LESS.

TOWER LEASE B AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;
 THENCE S 89°37'18" W A DISTANCE OF 544.83 FEET;
 THENCE S 00°00'00" E A DISTANCE OF 497.67 FEET;
 THENCE S 90°00'00" E A DISTANCE OF 296.50 FEET;
 THENCE S 36°09'30" W A DISTANCE OF 17.53 FEET TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 20.00 FEET;
 THENCE S 00°00'00" E A DISTANCE OF 20.00 FEET;
 THENCE N 90°00'00" W A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 400 SQUARE FEET OR 0.0092 ACRES, MORE OR LESS.

TOWER LEASE C AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS;
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 THENCE S 90°00'00" E A DISTANCE OF 296.50 FEET;
 THENCE S 36°09'30" W A DISTANCE OF 17.53 FEET;
 THENCE S 00°00'00" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 20.00 FEET;
 THENCE S 00°00'00" E A DISTANCE OF 20.00 FEET;
 THENCE N 90°00'00" W A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 400 SQUARE FEET OR 0.0092 ACRES, MORE OR LESS.

TOWER LEASE D AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS; THENCE SOUTH 89°37'18" WEST A DISTANCE OF 544.83 FEET;
 THENCE SOUTH 00°00'00" EAST A DISTANCE OF 468.95 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 216.06 FEET;
 THENCE SOUTH 08°35'30" WEST A DISTANCE OF 10.11 FEET;
 THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 56.38 FEET, WITH A RADIUS OF 49.38 FEET, WITH A CHORD BEARING OF SOUTH 08°04'00" WEST, AND A CHORD LENGTH OF 53.36 FEET;
 THENCE SOUTH 19°43'31" EAST A DISTANCE OF 77.61 FEET;
 THENCE SOUTH 37°41'16" WEST A DISTANCE OF 97.52 FEET TO THE POINT OF BEGINNING;

THENCE N 52°18'44" W A DISTANCE OF 10.00 FEET;
 THENCE N 37°41'16" E A DISTANCE OF 10.00 FEET;
 THENCE S 52°18'44" E A DISTANCE OF 10.00 FEET;
 THENCE S 37°41'16" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQ. FT. OR 0.0023 ACRES, MORE OR LESS.

ACCESS/UTILITY EASEMENT AS SURVEYED: A 20 FOOT STRIP OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 6753 DEERFIELD UNIT 2, AS THE SAME IS RECORDED AUGUST 27, 1986 IN BOOK 35 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS; THENCE SOUTH 89°37'18" WEST A DISTANCE OF 544.83 FEET;
 THENCE SOUTH 00°00'00" EAST A DISTANCE OF 468.95 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 216.06 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 08°35'30" WEST A DISTANCE OF 10.11 FEET;
 THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 56.38 FEET, WITH A RADIUS OF 49.38 FEET, WITH A CHORD BEARING OF SOUTH 08°04'00" WEST, AND A CHORD LENGTH OF 53.36 FEET;
 THENCE SOUTH 19°43'31" EAST A DISTANCE OF 77.61 FEET;
 THENCE SOUTH 37°41'16" WEST A DISTANCE OF 97.52 FEET;
 ALSO FROM SAID POINT OF BEGINNING SOUTH 88°51'21" EAST 89.34 FEET;
 ALSO FROM SAID POINT OF BEGINNING WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 140.44 FEET, WITH A RADIUS OF 139.90 FEET, WITH A CHORD BEARING OF NORTH 22°15'12" WEST, WITH A CHORD LENGTH OF 134.61 FEET;
 THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 287.82 FEET, WITH A RADIUS OF 97.26 FEET, WITH A CHORD BEARING OF NORTH 46°40'35" EAST, WITH A CHORD LENGTH OF 193.71 FEET;
 THENCE SOUTH 49°03'36" EAST A DISTANCE OF 257.08 FEET;
 THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 58.68 FEET, WITH A RADIUS OF 91.86 FEET, WITH A CHORD BEARING OF SOUTH 24°28'33" EAST, WITH A CHORD LENGTH OF 57.69 FEET;
 THENCE NORTH 87°13'23" EAST A DISTANCE OF 43.36 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF VIA DORA DRIVE;
 CONTAINING 22,159 SQ. FT. OR 0.5087 ACRES, MORE OR LESS.


PERMISSIBLE PARKING AREA AS SURVEYED:

A TRACT OF LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF ANTIOCH, AND IS DESCRIBED AS FOLLOWS: PORTION OF PARCEL A AS SHOWN ON THE PARCEL MAP MS 4-86 FILED AUGUST 27, 1986, IN BOOK 123 OR PARCEL MAPS, PAGE 45, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

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 THENCE S 00°00'00" E A DISTANCE OF 529.42 FEET;
 THENCE S 90°00'00" E A DISTANCE OF 196.75 FEET TO THE POINT OF BEGINNING;

THENCE N 72°24'31" E A DISTANCE OF 21.83 FEET;
 THENCE S 19°56'44" E A DISTANCE OF 62.62 FEET;
 THENCE S 38°47'12" W A DISTANCE OF 25.67 FEET;
 THENCE N 19°50'15" W A DISTANCE OF 76.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,525 SQUARE FEET OR 0.0350 ACRES, MORE OR LESS.

SURVEY PERFORMED FOR:	
	1506 Corporate Drive Concord, CA 94531
SITE INFORMATION:	
Name: PL267 WATER TANK	
BUN	BUN: 826703
Address: 4508 VIA DORA DR ANTIOCH, CA 94531	
County: CONTRA COSTA COUNTY	
SITE LOCATED IN: CONTRA COSTA COUNTY	
AS-BUILT SURVEY	
SHEET: LEGAL DESCRIPTIONS	

Site No.: 826703
Site Name: PL267 Water Tank

EXHIBIT "C"

TRUE & CORRECT COPIES OF LESSEE'S GOVERNMENT APPROVALS

[See Attached]

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDED AND RESTATED COMMUNICATIONS SITE GROUND
LEASE AGREEMENT WITH T-MOBILE via CROWN CASTLE FOR THE CONTINUED
OPERATION OF AN EXISTING COMMUNICATION FACILITY AT 4506 VIA DORA
DRIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Antioch ("City") owns the property commonly known as 4506 Via Dora Drive, Antioch, California 94531 (APN 530-030-028-4) ("Property");

WHEREAS, the City and Pacific Bell Mobile Services, predecessor in interest to T-Mobile, entered into a Land Lease Agreement dated March 9, 1999, whereby the City leased a portion of the Property ("Premises") to Pacific Bell Mobile Services to construct and operate a wireless communication facility;

WHEREAS, T-Mobile desires to continue leasing the Premises to operate and maintain the existing wireless communication facility; and

WHEREAS, the City, in its capacity as a landowner, and T-Mobile, through T-Mobile's attorney in fact, Crown Castle, have negotiated an Amended and Restated Communications Site Ground Lease Agreement by which T-Mobile will be granted the right to continue maintaining its wireless communication facility at the Property for an initial term of five years, with the right of three automatic renewals for successive five-year terms thereafter for a total term of 20 years.

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

1. approves the Amended and Restated Communications Site Ground Lease Agreement with T-Mobile/Crown Castle at 4506 Via Dora Drive and
2. authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

ATTACHMENT "A"

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH T-MOBILE via CROWN CASTLE FOR THE CONTINUED OPERATION OF AN EXISTING COMMUNICATION FACILITY AT 4808 CACHE PEAK DRIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Antioch ("City") owns the property commonly known as 4808 Cache Peak Drive, Antioch, California 94531 (APN 072-012-102-9) ("Property");

WHEREAS, the City and Pacific Bell Mobile Services, predecessor in interest to T-Mobile, entered into a Land Lease Agreement dated February 24, 1998, which was amended by that certain First Amendment to the Land Lease Agreement dated November 8, 2016, whereby the City leased a portion of the Property ("Premises") to Pacific Bell Mobile Services to construct and operate a wireless communication facility;

WHEREAS, T-Mobile desires to continue leasing the Premises to operate and maintain the existing wireless communication facility; and

WHEREAS, the City, in its capacity as a landowner, and T-Mobile, through T-Mobile's attorney in fact, Crown Castle, have negotiated an Amended and Restated Communications Site Ground Lease Agreement by which T-Mobile will be granted the right to continue maintaining its wireless communication facility at the Property for an initial term of five years, with the right of three automatic renewals for successive five-year terms thereafter for a total term of 20 years.

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

1. approves the Amended and Restated Communications Site Ground Lease Agreement with T-Mobile/Crown Castle at 4808 Cache Peak Drive and
2. authorizes the City Manager to execute the Agreement in a form approved by the City Attorney in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2021/**

July 27, 2021

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 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

Site No.: 826717

Site Name: PL352 City Tank – Cache P

**CITY OF ANTIOCH
AMENDED AND RESTATED
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

CITY OF ANTIOCH

**AMENDED AND RESTATED COMMUNICATIONS SITE
GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT (“AGREEMENT”) is entered into on _____, 20__ (“**EFFECTIVE DATE**”) by and between **CITY OF ANTIOCH**, a California municipal corporation, with its principal place of business at City Hall, 3rd and H streets, Antioch, California 94509 (“**LESSOR**”) and **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, by and through **CCTMO LLC**, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“**LESSEE**”). This **AGREEMENT** may refer to **LESSOR** and **LESSEE** individually as a “**PARTY**” or collectively as the “**PARTIES**”.

RECITALS

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

A. **LESSOR** and **LESSEE**’s predecessor in interest, Pacific Bell Mobile Services, a California corporation (“**ORIGINAL LESSEE**”) entered into a Land Lease Agreement dated February 24, 1998, which was amended by that certain First Amendment to the Land Lease Agreement dated November 8, 2016, (collectively, the “**ORIGINAL LEASE**”) whereby **ORIGINAL LESSEE** leased certain real property owned, together with access and utility easements, located in the City of Antioch, County of Contra Costa, State of California from **LESSOR**, which is depicted and described in Section 1 and the attached **Exhibit “B”**, which is incorporated by this reference (the “**PREMISES**”), all located within certain real property owned by **LESSOR**, depicted and described in **Exhibit “A”** and commonly known as 4808 Cache Peak Drive, Antioch, California 94531 (“**PROPERTY**”).

B. **LESSEE** is currently the lessee under the **ORIGINAL LEASE**, as the ultimate successor in interest to **ORIGINAL LESSEE**.

C. **LESSEE** desires to lease the **PREMISES** to operate and maintain an existing wireless communication facility.

D. The **LESSOR**, as a landowner and not a government agency, and **LESSEE** agree that the **ORIGINAL LEASE** shall be amended by deleting it in its entirety and restating the **ORIGINAL LEASE** as provided for herein.

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

1. **Grant of Lease.** LESSOR leases to LESSEE, for LESSEE's exclusive use, the PREMISES, which consists of exactly four hundred (400) square feet, more particularly described and depicted in Exhibit "B" attached and incorporated into this AGREEMENT. LESSOR also permits LESSEE to survey the PREMISES and the PROPERTY, which may replace Exhibit "B" only when LESSOR signifies its approval with its initials on each and every page of the survey.

2. **Permitted Uses.**

a. **COMMUNICATION FACILITY.** LESSEE may use the PREMISES to (1) transmit and receive radio communication signals within the radiofrequencies licensed to LESSEE by the Federal Communications Commission; and (2) construct, maintain, remove, and operate radio communication equipment, cables, and accessories ("**COMMUNICATION FACILITY**"), as more particularly described and depicted in Exhibit "B". LESSEE may not use the PREMISES for any other purpose unless reasonably necessary and appurtenant to COMMUNICATION FACILITY.

b. **Alterations and Upgrades.** LESSEE shall not materially alter or upgrade its COMMUNICATION FACILITY in a manner other than shown on Exhibit "B" without the prior written consent from LESSOR, which LESSOR shall not unreasonably withhold, condition or delay. An amendment to this AGREEMENT may be required if the material upgrade or alteration requires issuance of a new use permit. After LESSEE obtains such written consent from LESSOR for any material alterations or upgrades, the PARTIES shall substitute a new Exhibit "B" to accurately reflect the altered or upgraded COMMUNICATION FACILITY. The new Exhibit "B" shall become effective when initialed by LESSOR on each page thereof. Notwithstanding this Section, LESSEE may remove its personal property from the PREMISES at any time without prior written consent from LESSOR.

3. **Governmental Approvals.**

a. The PARTIES acknowledge and agree that LESSEE shall not use the PREMISES unless LESSEE first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require (collectively "**GOVERNMENTAL APPROVALS**").

b. If requested by LESSEE, LESSOR agrees to reasonably cooperate with LESSEE, at the sole cost and expense of LESSEE, in executing all documents required by any governmental authority in connection with any development of, or construction on the PREMISES, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by LESSEE in LESSEE's reasonable discretion to utilize the PREMISES for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto.

c. LESSOR agrees to be named applicant if requested by LESSEE. Execution of any documents on behalf of LESSEE will not unduly obligate LESSOR. LESSOR shall be entitled to no further consideration with respect to any of the foregoing.

d. LESSOR shall take no unreasonable action that would adversely affect the status of the PROPERTY or the PREMISES with respect to the proposed use by LESSEE, except as required in connection with the construction, maintenance, repair, or safekeeping of the water tank site on the PROPERTY. LESSOR shall be entitled to no further consideration with respect to any of the foregoing items pertaining to the GOVERNMENTAL APPROVALS process.

e. LESSEE acknowledges that LESSOR enters and performs this AGREEMENT solely in its proprietary capacity, and that LESSOR cannot and shall not in any manner guarantee any GOVERNMENTAL APPROVALS. Promptly after LESSEE obtains each GOVERNMENTAL APPROVAL (or a renewal thereof), LESSEE agrees to provide LESSOR with a true and correct copy which the PARTIES shall add to this AGREEMENT as **Exhibit "C"**, which shall be attached hereto and incorporated into this AGREEMENT.

4. Access.

a. Grant of Access; Parking. LESSOR grants LESSEE a nonexclusive license for physical ingress and egress over the PROPERTY to extend from the nearest public right-of-way to the PREMISES only along the route ("**ACCESS ROUTE**"), as more particularly described and depicted in Exhibit "B". LESSEE acknowledges and agrees that no vehicle parking is allowed in the ACCESS ROUTE that in any way obstructs, impedes, and/or prevents the use of the driving surface to and around the water tank. LESSEE may park anywhere in the section designated as the "Parking Area" on sheet 2 of 4 of the As-Built Survey attached hereto as Exhibit "B".

b. Access Protocols. At all times throughout the TERM of this AGREEMENT, LESSEE and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the PREMISES along the ACCESS ROUTE. LESSEE shall not disturb other users of the PROPERTY. In exercising its right of access to the PREMISES, LESSEE agrees to cooperate with all reasonable security procedures utilized by LESSOR at the PROPERTY and further agrees not to unduly disturb or interfere with the business or other activities of LESSOR or of other tenants or occupants of the PROPERTY. LESSEE shall coordinate any routine or non-emergency maintenance and repair work with the Public Works Department of LESSOR. If LESSEE desires to enter the PREMISES after 9:00 p.m. and before 6:00 a.m. Pacific Time, LESSEE shall also notify Dispatch of the Antioch Police Department in advance.

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

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

- Time period for which access is requested.

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

d. Neither the LESSEE, sublessee nor the contractor shall use any surrounding area, including without limitation to the site improved and unimproved roadway and any other portion of the Property not exclusively leased by the LESSEE as a staging, construction, or storage area without LESSOR's prior consent, which consent by LESSOR shall not be unreasonably withheld, conditioned or delayed.

e. LESSEE warrants that it will not interfere with or impede with LESSOR's or other governmental agencies' access to equipment installed at the PROPERTY. LESSOR shall not materially interfere with or impede LESSEE's access and use of the PREMISES and the COMMUNICATION FACILITY except LESSOR shall provide seventy-two (72) hours' written notice to LESSEE if LESSOR provides alternate access required in connection with the construction, maintenance, and repair of the water tank site on the PROPERTY.

f. LESSEE's COMMUNICATION FACILITY may be under separate lock and key and LESSOR shall, except in emergency situations when no such notice is possible, give seventy-two (72) hours' prior notice to LESSEE in the event LESSOR or its designated agents reasonably require access to the PREMISES and LESSEE shall arrange a representative to be present to escort LESSOR during such access. In the event of emergency, where LESSOR cannot reasonably comply with the foregoing access notification procedures, LESSOR shall have the right to access the PREMISES as is reasonably necessary, and LESSOR shall, within twenty-four (24) hours following actual notice of emergency access, inform LESSEE of (i) the date and time of emergency access; and (ii) the nature of the event requiring emergency access.

g. Relocation of ACCESS ROUTE. LESSOR may adjust the ACCESS ROUTE to a reasonably comparable route that does not materially impede LESSEE's access to the PREMISES when reasonably necessary for LESSOR's use of the PROPERTY. In the event LESSOR makes such adjustment to the ACCESS ROUTE, the ACCESS ROUTE shall be surveyed by a licensed surveyor at the sole cost of LESSOR, in which event such survey shall replace and supersede the description of the ACCESS ROUTE set forth in Exhibit "B" of this Agreement. LESSOR shall give prior written notice to LESSEE that shall include the survey describing the adjusted ACCESS ROUTE.

h. LESSEE's Emergency Access. Notwithstanding the foregoing, in the event of emergency, where LESSEE cannot reasonably comply with the foregoing notice requirements, LESSEE shall have the right to access the PREMISES and LESSEE shall, within twenty-four (24) hours following actual notice of emergency access, inform LESSOR of (i) the date and time of emergency access; and (ii) the nature of the event requiring emergency access (iii) and the names of the persons and/or company that accessed the PREMISES.

5. Construction.

a. Plans and Specifications. Prior to the commencement of any material upgrades or alterations of the existing COMMUNICATION FACILITY on the PREMISES that require a permit, LESSEE shall submit an application to the City in accordance with the then-current City requirements.

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

c. Structural Observations. LESSOR's professional structural engineer licensed in California shall conduct all structural observations for any and all structural work required as set forth in LESSEE's structural engineering and structural plans and wet-stamp all engineering documents and plans, all at LESSEE's sole cost.

d. Hours of Construction. LESSEE's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of LESSOR's tenants at the PROPERTY. LESSEE shall schedule its construction activities between the hours of 6:00 A.M. PST and 9:00 P.M. Pacific Time Monday through Friday unless approval in writing in advance is obtained from the Director of Public Works/City Engineer, and otherwise permitted by the City's Municipal Code. In the event LESSEE needs access outside of these hours to conduct emergency repairs, LESSEE shall contact LESSOR's emergency contact telephone number at (925) 778-2441 to coordinate and receive approval in advance for such after-hours access. After-hours access can be denied for any or no reason, except in the event of an emergency, as set forth in Section 4(h).

e. Manner of Construction. LESSEE, its employees, contractors and agents, shall maintain the construction area and construct all parts of the COMMUNICATION FACILITY in a workmanlike manner that complies in every respect with all applicable federal, state, and local laws and regulations.

6. Term.

a. Initial Term. The initial five (5) year term shall retroactively commence on May 1, 2018 ("COMMENCEMENT DATE") and expire on April 30, 2023 ("INITIAL TERM").

b. Renewal Term(s). This AGREEMENT shall automatically renew for up to three (3) additional five (5) year terms (each a "RENEWAL TERM"), unless LESSEE is in DEFAULT of this AGREEMENT at the end of the INITIAL TERM or any RENEWAL TERM or LESSEE delivers to LESSOR written notice of its intent not to renew at least ninety (90) days before the end of any term. The PARTIES collectively refer to the INITIAL TERM and any RENEWAL TERMS exercised by the LESSEE as the "TERM." The terms and conditions for each RENEWAL TERM shall be the same terms and conditions as in this AGREEMENT, except that the RENT shall be increased as set forth below. In no event shall the TERM of this AGREEMENT

exceed a total of twenty (20) years from the COMMENCEMENT DATE unless otherwise agreed upon by LESSOR and LESSEE.

c. Holdover Term. LESSEE's right to possess and use the PREMISES shall immediately terminate at the expiration or the earlier termination of this AGREEMENT. In the event that LESSEE continues to possess or use the PREMISES or any part of the PROPERTY after this AGREEMENT expires or terminates, then (1) the TERM shall automatically convert to a month-to-month tenancy ("**HOLDOVER TERM**"); (2) the RENT shall automatically increase one hundred twenty-five percent (125%) over the RENT in effect at that time ("**HOLDOVER RENT**"); and (3) all other terms and conditions in this AGREEMENT shall continue. The HOLDOVER TERM and HOLDOVER RENT shall continue until one party gives the other party thirty (30) days' prior written notice ending the HOLDOVER TERM, thereby automatically commencing the RESTORATION PERIOD as that term is defined below on the effective date of such termination.

7. Rent.

a. Base Rent. LESSEE shall pay LESSOR Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year, payable in equal monthly installments, in advance, on the first (1st) day of each month throughout the TERM ("**RENT**"). RENT shall automatically commence and become due and payable on the COMMENCEMENT DATE and LESSEE shall pay any RENT due within thirty (30) days following the EFFECTIVE DATE. Thereafter LESSEE shall pay a full month's RENT on the first day of each calendar month, except that payment shall be pro-rated for the final fractional month of this AGREEMENT, or if this AGREEMENT is terminated before the expiration of any month for which RENT should have been paid.

b. Annual Rent Escalator. On every anniversary of the COMMENCEMENT DATE throughout the TERM, and any HOLDOVER TERM, RENT shall automatically increase three percent (3%) over the RENT OR HOLDOVER RENT in effect during the immediately prior twelve (12) months.

c. Access Road Contribution. In addition to RENT, LESSEE shall tender to LESSOR a separate sum equal to Two Thousand and 00/100 Dollars (\$2,000.00) upon the EFFECTIVE DATE of this AGREEMENT accounting for LESSEE's portion of the reasonable costs and expenses of maintaining the ACCESS ROUTE ("**ACCESS ROAD CONTRIBUTION**"). LESSOR shall have the right to use such ACCESS ROAD CONTRIBUTION in its reasonable judgment for the purposes set out herein. In the event the ACCESS ROAD CONTRIBUTION funds become less than One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), LESSOR may notify and invoice LESSEE for the amount required to restore the ACCESS ROAD CONTRIBUTION funds to Two Thousand and 00/100 Dollars (\$2,000.00), and LESSEE shall pay such invoice within thirty (30) days after receipt of invoice. Any unused ACCESS ROAD CONTRIBUTION will be returned to LESSEE upon the natural expiration or earlier termination of this AGREEMENT and upon LESSEE's completion of the requirements in Section 10 below.

d. Submission Fee. Separate from RENT, LESSEE shall pay to LESSOR a submission fee of Twelve Thousand and 00/100 Dollars (\$12,000.00) ("**SUBMISSION FEE**")

prior to submission of this AGREEMENT for City Council consideration. The SUBMISSION FEE is intended to reimburse the LESSOR for all of its costs and expenses to engage in the negotiations for and submission of this AGREEMENT to the City Council. The PARTIES agree that LESSOR shall fully earn such SUBMISSION FEE upon its submission of this AGREEMENT to the City Council for consideration, and that such SUBMISSION FEE does not constitute RENT or any offset to RENT.

e. Payments. LESSEE shall ensure that all RENT and HOLDOVER RENT (as applicable) and ACCESS ROAD CONTRIBUTION payments shall include LESSEE's site name and business unit number. Payments shall be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other addressee and address as may be determined from time to time and upon notice to LESSEE pursuant to Section 28 herein. Any written notice required pursuant to Section 28 tendered to the address specified in this Section 7(d) is invalid and not considered to be tendered to LESSOR, except to the extent the addresses in Sections 7(e) and 28 are the same.

8. Maintenance and Repairs.

a. Premises. Throughout the TERM and any HOLDOVER TERM, LESSEE, at its sole cost and expense, shall keep, maintain, and repair all areas of the PREMISES in accordance with industry standard practices. LESSOR shall not have any responsibility to keep, maintain, or repair within the area of the PREMISES.

b. Graffiti. LESSEE shall abate any graffiti, household trash, litter or any other public nuisance that arises from LESSEE's use of the PREMISES within forty-eight (48) hours of LESSOR's notification to LESSEE of same or as soon thereafter as is reasonably practicable. Throughout the TERM of this AGREEMENT, LESSEE shall promptly repair any damage to any area where it enjoys exclusive control, which includes the PREMISES, to substantially the condition that existed on the EFFECTIVE DATE, ordinary wear and tear excepted. In the event LESSEE repairs the PREMISES for damage caused by LESSOR, LESSOR shall reimburse LESSEE for the reasonable costs of such repairs within thirty (30) days of receipt of notice from LESSEE, which notice shall include documentation reasonably evidencing such costs.

c. Property. LESSOR shall maintain and repair the PROPERTY as reasonably necessary to permit access to the COMMUNICATION FACILITY as required in this AGREEMENT, subject to reasonable wear and tear and damage from the elements. LESSOR shall reasonably attempt to provide LESSEE with notice before LESSOR commences any maintenance or repairs to the PROPERTY that will or reasonably might temporarily impair LESSEE's use of the PREMISES, except no such notice shall be required in connection with any public emergency, or emergency or urgent maintenance and/or repair of the water tank site on the PROPERTY. In the event of any such impairment, LESSOR shall provide alternate access to the PREMISES.

d. LESSEE's Duty to Repair to PROPERTY. Upon receipt of LESSOR's notice to LESSEE of damage to the PROPERTY caused by or attributable in whole or in part to LESSEE, LESSEE shall, at its sole cost and expense, promptly repair all such damage to the PROPERTY

caused as a result of LESSEE's, or its agent's, contractor's, employee's, or representative's construction, operation, maintenance, omissions, or other use in connection with the COMMUNICATION FACILITY. Immediately upon LESSEE's notice of damage it causes to the PROPERTY or LESSOR's improvements, LESSEE shall immediately provide LESSOR with written notice of such damage. At LESSOR's option, LESSEE shall, at its sole cost and expense, promptly repair the same in accordance with industry standard practices and approved by the City, or LESSOR may cause such repairs at LESSEE's reasonable expense and LESSEE shall reimburse LESSOR for the reasonable costs of such repairs within thirty (30) days of receipt of notice from LESSOR, which notice shall include documentation reasonably evidencing such costs.

e. **LESSEE's Work.** All of LESSEE's work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, and subject to the conditions of any use permits or other authorizations granted by the City of Antioch in its permitting capacity, and in full compliance with all applicable federal, state, and local laws and regulations.

9. Title to Communication Facility and Right to Remove during Term.

a. All equipment and other property brought, placed, or erected on the PROPERTY by LESSEE shall be and remain the personal property of LESSEE.

b. LESSOR hereby waives any and all lien rights it may have, statutory or otherwise, concerning the COMMUNICATION FACILITY or any portion thereof, which shall be deemed personal property for the purpose of this AGREEMENT, whether or not the same is deemed real or personal property under applicable laws.

c. LESSOR gives LESSEE the right to remove all or any portion of the same from time to time during the TERM, HOLDOVER TERM and RESTORATION PERIOD, in LESSEE's sole discretion and without consent from LESSOR.

10. Removal and Restoration; Reconveyance.

a. Within ninety (90) calendar days after this AGREEMENT expires or terminates ("RESTORATION PERIOD"), LESSEE, at its sole expense, has the absolute duty to completely remove facilities, equipment and improvements to a depth of three (3) feet, and restore the PREMISES and any affected areas of the PROPERTY to its original condition as it existed before the EFFECTIVE DATE of the Original Lease, excluding ordinary wear and tear.

b. Immediately upon the expiration of the RESTORATION PERIOD, Lessee's right to transmit radio frequencies from the PROPERTY pursuant to this AGREEMENT terminates not subject to any revival.

c. If LESSEE has recorded a Memorandum of Communications Site Ground Agreement or similar notice in LESSOR's Property chain of title with the Contra Costa County Recorder's Office, LESSEE, at its sole cost, shall, following expiration or termination of this Agreement, promptly execute and record a quit claim deed to reconvey to LESSOR all of LESSEE's rights in the Property granted pursuant to this AGREEMENT.

d. Notwithstanding any other provision of this AGREEMENT, LESSEE's obligation to pay the RENT or HOLDOVER RENT as applicable hereunder shall continue until LESSEE has complied with all removal, restoration, and reconveyance requirements of this AGREEMENT.

11. Mechanics' Liens.

a. Throughout the entirety of this AGREEMENT, LESSEE shall keep the entire PREMISES free and clear from all mechanics' liens, materialmen's liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of LESSEE, any repair, alteration, or addition which LESSEE may make or permit or cause to be made, or any work or construction by, for, or permitted by LESSEE on or about the PREMISES.

b. LESSEE shall cause and ensure that all construction shall occur lien-free and in compliance with all applicable federal, state, and local laws, ordinances, regulations, and government permit conditions. If any lien is filed against the PREMISES or PROPERTY related to the COMMUNICATION FACILITY, LESSEE shall discharge the lien or bond the lien off in a manner reasonably satisfactory to LESSOR within thirty (30) days after LESSOR tenders notice to LESSEE of lien filing, provided LESSEE shall have such extended period as may be required beyond the thirty (30) day period if LESSEE commences to discharge the lien or bond the lien off within the thirty (30) day period and thereafter continuously and diligently pursues the discharge to completion. LESSEE shall indemnify, defend, and hold LESSOR harmless against all such liens, claims of liens, and suits or other processes and procedures that pertain thereto.

12. Utilities. LESSEE shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "UTILITIES") under its own account and at its sole cost and expense. LESSOR shall reasonably cooperate with LESSEE's UTILITIES providers. LESSOR shall not provide any UTILITIES whatsoever to LESSEE, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall LESSEE "submeter" from LESSOR or use any utility service billed by the utility to LESSOR.

a. **Utility Easement.** LESSOR hereby acknowledges the existing grant of a utility easement over, under and upon the PROPERTY (the "UTILITY EASEMENT") to LESSEE, LESSEE's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors in the location shown in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes. LESSOR grants the UTILITY EASEMENT to LESSEE for the purposes provided during the TERM and thereafter for a reasonable period of time for LESSEE to remove its COMMUNICATION FACILITY. LESSEE's interest in the UTILITY EASEMENT shall immediately dissolve and any rights granted thereby shall automatically revert back to LESSOR upon the expiration of the RESTORATION PERIOD, and if such UTILITY EASEMENT is recorded, it shall be released consistent with the provision of Section 10(c) of this Agreement.

13. Interference with Communications.

a. **LESSEE's Non-Interference.**

i. LESSEE acknowledges that the PROPERTY serves in its primary and paramount use as a water tank site and acknowledges that this said use controls over and is superior to any commercial use by LESSEE. LESSOR acknowledges and agrees that LESSEE shall have exclusive use of the Four Hundred (400) square foot portion of the PREMISES occupied by LESSEE's COMMUNICATION FACILITY as more fully described as Lease A and Lease B in Exhibit "B".

ii. LESSEE shall not use, nor shall LESSEE permit its employees, representatives, invitees, contractors or agents to use, the PREMISES or COMMUNICATION FACILITY in any way that materially interferes with the use of any portion of the PROPERTY by LESSOR, or by other tenants or licensees of LESSOR with rights in any portion of the PROPERTY that predate the ORIGINAL LEASE. Such interference shall be deemed a material breach by LESSEE, and LESSEE shall have the responsibility to terminate said interference as soon as reasonably feasible, provided, however, that LESSEE shall use reasonable efforts to correct and eliminate such interference within five (5) business days after LESSEE's receipt of written notice from LESSOR.

iii. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference will cause irreparable injury to LESSOR and, therefore, LESSOR shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to declare an event of default of this AGREEMENT upon written notice to LESSEE.

b. LESSOR's Non-Interference.

i. Subject to and except as provided in the provisions of this AGREEMENT, LESSOR shall not use, nor shall LESSOR permit its employees, representatives, invitees, contractors or agents to use the PROPERTY in a way that materially and adversely interferes with the COMMUNICATION FACILITY, the operations of LESSEE or the rights of LESSEE under this AGREEMENT.

ii. Such interference shall be deemed a material breach by LESSOR, and LESSOR shall have the responsibility to terminate said interference as soon as reasonably feasible, provided, however, that LESSOR shall use reasonable efforts to correct and eliminate such interference within five (5) business days after LESSOR's receipt of written notice from LESSEE.

iii. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference will cause irreparable injury to LESSEE and, therefore, LESSEE shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to declare an event of default of this AGREEMENT, upon written notice to LESSOR.

iv. Upon written request by LESSEE and within thirty (30) days of LESSOR's receipt thereof, LESSOR will notify LESSEE in writing of any agreement granting any third party the right to install and operate communications equipment on the PROPERTY.

c. The PARTIES agree that the governmental operations and radio communications of the City of Antioch in its governmental capacity are paramount.

14. Taxes.

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

b. LESSEE shall annually pay any amount equal to any increase in personal property taxes that may be attributable to any improvement of the PREMISES made by LESSEE. If such tax is paid by LESSOR, LESSEE shall reimburse LESSOR for the amount of any such tax payment within thirty (30) days of receipt of sufficient documentation indicating the amount paid and the calculation of LESSEE's pro-rata share. Within thirty (30) days of written request by LESSEE, LESSOR shall furnish evidence of payment of all taxes as applicable.

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

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

b. LESSEE does not observe or perform any non-monetary term under this AGREEMENT within the time period as required in this AGREEMENT or not more than thirty (30) calendar days after receipt of written notice from LESSOR; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSEE promptly commences to cure when it receives written notice from LESSOR, and LESSEE diligently prosecutes its cure to completion;

c. LESSOR does not observe or perform any term under this AGREEMENT within the time period as required in this AGREEMENT or not more than thirty (30) calendar days after receipt of written notice from LESSEE; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSOR promptly commences to cure when it receives written notice from LESSEE, and LESSOR diligently prosecutes its cure to completion; or

d. LESSEE attempts in any manner to exclude LESSOR from the PROPERTY outside the PREMISES, except as provided in this Agreement.

16. Expiration and Termination.

a. Grounds to Terminate. Subject to the provisions of this AGREEMENT, this AGREEMENT shall automatically cease and terminate:

i. Immediately after either PARTY receives written notice pursuant to Section 15, and all relevant cure periods have expired; or

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

b. Early Termination Fee. In the event that LESSEE terminates this AGREEMENT pursuant to Section 16(a)(ii), then LESSEE shall include with its termination notice an early termination fee (“ETF”) equal to the remaining RENT in the then-current INITIAL TERM or RENEWAL TERM in effect at the time of early termination. The ETF is a fee entirely independent of RENT or HOLDOVER RENT.

c. Expiration. Subject to the provisions of this AGREEMENT, this AGREEMENT shall automatically cease and expire immediately after the INITIAL TERM or any RENEWAL TERM when LESSEE delivers to LESSOR at least ninety (90) days’ prior written notice of its intent not to renew pursuant to Section 6 and complies with all removal, restoration, and reconveyance requirements pursuant to Section 10.

17. Damage or Destruction of Premises.

a. If the PREMISES or the PROPERTY are destroyed or damaged so as in LESSEE’s reasonable judgment to hinder its use of the PREMISES unsuitable for the ongoing operation of a wireless communications site, LESSEE may elect to terminate this AGREEMENT as of the date of the damage or destruction provided that LESSEE or its employees, agents, contractors, sublessees, licensees and their employees, agents and contractors did not cause such damage to the PREMISES and in which case LESSEE shall not be subject to the ETF pursuant to this AGREEMENT. LESSEE shall notify LESSOR no more than forty-five (45) days following the date of such damage or destruction of its election to terminate this AGREEMENT as provided herein.

b. In the alternative, LESSEE may elect to continue this AGREEMENT, including without limitation the obligation to pay RENT, and place and operate a temporary COMMUNICATION FACILITY (e.g., a “cell on wheels” or “cell on light truck”) in a location mutually acceptable to LESSEE and LESSOR through the time needed to repair the PREMISES. LESSOR shall bear no cost or expense to repair and restore any damage to the PREMISES, except any damage arising from LESSOR’s negligence or willful misconduct.

18. Condemnation.

a. Notice. If LESSOR receives notice of a proposed taking by eminent domain of any part of the PREMISES, and/or the ACCESS ROUTE or the UTILITY EASEMENT, LESSOR will notify LESSEE of the proposed taking within five (5) business days of receiving said notice.

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

c. Partial Takings. In the event a government exercises its eminent domain power to take the PREMISES in part, then LESSEE may elect to either 1) terminate this AGREEMENT

because the partial taking in LESSEE's reasonable opinion is sufficient to render the PREMISES unsuitable for LESSEE's ongoing operation of a wireless communications site; or 2) continue this AGREEMENT under the same terms and conditions. In the event LESSEE elects to terminate this AGREEMENT pursuant to this Section, no ETF shall be due. In the event LESSEE elects to continue this AGREEMENT, the PARTIES shall prorate the RENT in proportion to the square footage taken under eminent domain.

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

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

19. Insurance. LESSEE shall maintain during the TERM of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with LESSEE's operation and use of the PREMISES. The cost of such insurance shall be borne solely by LESSEE. The insurance required by this Section 19 does not in any way limit LESSEE's liability under this AGREEMENT. LESSEE shall maintain insurance as follows:

a. Commercial General Liability Insurance Services Office Form CG 00 01, or at least as broad as, covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit. If LESSEE's operations include work within 50 feet of a railroad right of way, LESSEE shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000. The required limits may be met by a combination of primary and excess or umbrella insurance.

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

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by policy language or a separate written endorsement form reasonably acceptable to the City of Antioch with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the LESSEE's insurance at least as broad as ISO Form CG 20 10. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

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

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

c. Worker's Compensation Insurance & Employer's Liability. LESSEE shall also maintain Workers' Compensation Insurance as required by the State of California with statutory limits and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

d. General Requirements.

i. Any deductibles or self-insured retentions must be declared to the LESSOR prior to the full execution of this AGREEMENT.

ii. Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business within the State of California.

iii. LESSEE shall furnish to the LESSOR certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by the LESSOR before work commences, which approval may not be unreasonably withheld or delayed. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. The LESSOR reserves the right to require endorsements, required by these specifications, at any time.

iv. Each liability insurance policy required by this Section 19 shall be endorsed to provide LESSOR with thirty (30) days' prior written notice of cancellation by the insurer for any reason other than non-payment of premium and such notice shall be mailed directly to the LESSOR.

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

vi. LESSOR reserves the right to reasonably modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance, upon a minimum of thirty (30) days after LESSEE's receipt of written notice from LESSOR.

20. Assignments or Transfers.

a. LESSOR may assign or transfer this AGREEMENT to any person or entity without any requirement for prior approval by LESSEE, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the LESSOR in this AGREEMENT.

b. LESSEE may not assign or transfer this AGREEMENT without the prior written consent from LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LESSEE may, at its sole discretion and upon thirty (30) days written notice to LESSOR, but without any requirement for prior approval by LESSOR, assign or transfer this AGREEMENT in its entirety to any AFFILIATE (defined hereafter) of LESSEE. Assignment of this AGREEMENT to an AFFILIATE by LESSEE shall be effective upon LESSEE sending the aforementioned written notice to LESSOR and shall relieve LESSEE from any further liability or obligation under this AGREEMENT. For purposes of this AGREEMENT, the term “AFFILIATE” means, with respect to LESSEE, any person or entity that directly controls, is controlled by, or under common control with LESSEE’s ultimate parent company, T-Mobile.

21. Subleases. LESSEE may sublease, sublicense, or in any other manner allow a third PARTY to occupy or use antenna space on its COMMUNICATION FACILITY; provided, however, any sublessee must first obtain a separate ground lease or other agreement from LESSOR, which LESSOR may deny for any or no reason.

22. Subordination; Estoppel Certificates. This AGREEMENT shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the PROPERTY and to any renewals, extensions, supplements, amendments, modifications or replacements thereof, provided that any mortgagee shall recognize the validity of this AGREEMENT in the event of foreclosure. In confirmation of such subordination, LESSEE shall execute and deliver promptly any certificate of subordination that LESSOR may request, provided that such certificate acknowledges that this AGREEMENT remains in full force and effect. In the event that the PREMISES is or shall be encumbered by such a mortgage, LESSOR shall obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage, in recordable form. If LESSOR fails to provide any non-disturbance agreement, LESSEE may withhold and accrue, without interest, the RENT until such time as LESSEE receives all such documentation. If any mortgagee or lender succeeds to LESSOR’s interest in the PROPERTY through a foreclosure proceeding or by a deed in lieu of foreclosure, LESSEE shall attorn to and recognize such successor as LESSOR under this AGREEMENT.

23. Indemnification.

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

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

c. The indemnity provision of this section shall survive the expiration or cancellation of this AGREEMENT.

24. Environmental Issues; Historic Preservation; Hazardous Materials.

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

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

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

d. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its officers, officials, agents, employees, and volunteers against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach by LESSEE or parties acting under or on behalf of LESSEE in their use of flammable or Hazardous Materials on the PROPERTY, except in the event of LESSOR'S sole negligence or willful misconduct. This paragraph shall survive termination of this AGREEMENT.

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

25. **Public Record Disclosure.** LESSEE acknowledges that LESSOR is a public entity under the laws of the State of California. Furthermore, the PARTIES acknowledge that this AGREEMENT constitutes a public record that LESSOR must publicly disclose under (1) the California Public Records Act, California Government Code sections 6250 *et seq.*; (2) Title 17, California Code of Regulations sections 91000 *et seq.*; (3) Article I, section 3, of the California State Constitution; and (4) any other law or regulation that may require public entities to disclose public records.

26. **Bankruptcy.**

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

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

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

27. **Relocation Within Property.**

a. LESSEE acknowledges that the fundamental and paramount use of the PROPERTY is to serve as a water tank site and that this AGREEMENT is granted and renewed based on the fact that the location of the COMMUNICATION FACILITY does not now or in the future interfere with the fundamental and paramount use of the PROPERTY. Any time after the expiration of the INITIAL TERM, LESSOR shall have the right, upon redevelopment of the PROPERTY, to require LESSEE to relocate its COMMUNICATION FACILITY to another location on the PROPERTY once during the TERM of this AGREEMENT, provided however,

that such relocation shall (1) be at LESSOR's sole cost and expense, (2) be performed by LESSEE or its agents, (3) not result in any interruption of the communications service provided by LESSEE on the PROPERTY, (4) not impair or materially alter the quality of communications service provided by LESSEE on and from the PROPERTY, and (5) be done in accordance with subsections (b) and (c) below. Upon relocation of the COMMUNICATION FACILITY, the access and utility rights of way will be relocated, to a mutually agreed upon new location, to operate and maintain the COMMUNICATION FACILITY. If necessary to prevent disruption in the continuous operation of LESSEE's network in the area served by the COMMUNICATION FACILITY at the PREMISES, LESSEE shall designate a temporary site on LESSOR's PROPERTY in a mutually suitable location to operate a temporary facility during the process of relocation and LESSEE may operate its facility thereon.

b. LESSOR shall exercise its relocation right under subsection (a) above by (and only by) delivering written notice (the "**NOTICE**") to LESSEE. In the NOTICE, LESSOR shall propose an alternate site within or on the PROPERTY to which LESSEE may relocate the COMMUNICATION FACILITY. LESSEE shall have sixty (60) days from the date it receives the NOTICE to evaluate LESSOR's proposed relocation site, during which period LESSEE shall have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESSEE fails to approve of such proposed relocation site in writing within the sixty (60) day period, LESSEE shall be deemed to have disapproved such proposed relocation site. If LESSEE disapproves of such relocation site, then LESSOR may thereafter propose another relocation site by NOTICE to LESSEE in the manner set forth above. Any relocation site which LESSOR and LESSEE agree upon in writing shall be referred to as the "**RELOCATION SITE.**" LESSEE shall have a period of not less than twelve (12) months after execution of a written agreement between the parties concerning the location and dimensions of the RELOCATION SITE to relocate LESSEE's Facilities to the RELOCATION SITE.

c. Upon relocation of the COMMUNICATION FACILITY to the RELOCATION SITE, all references to the PREMISES herein shall be deemed to be references to the RELOCATION SITE. LESSOR and LESSEE agree that the RELOCATION SITE (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey will then replace Exhibit "B" and become a part hereof and will control or describe the PREMISES only upon LESSOR's approval of said survey which shall be indicated by LESSOR's initials upon each page of the survey. Except as expressly provided, LESSOR and LESSEE hereby agree that in no event will the relocation of LESSEE's Facilities or any part thereof, under subsection (a) above, affect, alter, modify or otherwise change any of the terms and conditions of this AGREEMENT.

d. In the event of relocation by LESSOR pursuant to the terms of this Section, LESSOR hereby acknowledges and agrees that LESSEE shall have no obligation (financial or otherwise) to relocate the COMMUNICATION FACILITY or any equipment or utilities of LESSOR or any other sublessees or licensees located on the PROPERTY.

e. In the event of an emergency that requires LESSOR to conduct immediate repairs to the water tank on the PROPERTY for public health and safety reasons, LESSOR may require

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LESSEE to temporarily relocate the COMMUNICATION FACILITY to a temporary communications facility or cell on wheels at an alternate location within the PROPERTY for no more than thirty (30) days during LESSOR's emergency repair of the water tank.

28. Notices and Deliveries.

a. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective PARTIES set forth below in this subsection (a):

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

With a true and complete copy simultaneously delivered to:
City of Antioch, California
Attn: City Attorney – LEGAL NOTICE
P.O. Box 5007
Antioch, CA 94531

LESSEE: T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a copy to:
T-Mobile West Tower LLC
CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

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

c. LESSOR's designated Payee is:

City of Antioch
Attention: Finance Director
P.O. Box 5007
Antioch, CA 94531

Telephone: (925) 779-7055

Facsimile: (925) 779-7054

d. LESSOR may from time to time designate any other address for the LESSOR's Payee by written notice to the other PARTY.

29. **Deletion of Original Lease.** LESSOR and LESSEE agree that the ORIGINAL LEASE is hereby amended by deleting it in its entirety and restating the ORIGINAL LEASE as provided for in this AGREEMENT.

30. **Miscellaneous.**

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

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

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

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

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

f. **Recording of Memorandum.** LESSOR acknowledges that a memorandum of this AGREEMENT will be recorded in the Official Records of the County where the PROPERTY is located.

g. **Entire Agreement; Amendments.** This AGREEMENT constitutes the entire agreement and understanding between the PARTIES regarding LESSEE's lease of the PREMISES and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein.

Any amendments to this AGREEMENT must be in writing and executed by authorized representatives of both PARTIES.

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

i. Compliance with Laws. The PARTIES shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and judicial or administrative tribunal orders that in any manner affect the performance of this AGREEMENT. The PARTIES intend this Section to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

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

k. Waiver of Incidental and Consequential Damages. Neither PARTY will assert any claim whatsoever against the other PARTY for any indirect, special, incidental or consequential damages incurred as a result of the construction or use of the COMMUNICATION FACILITY or the use of the PROPERTY.

l. Government Claims. Any claim for money damages by LESSEE against LESSOR hereunder shall be subject to Section 3-13.01 of the City of Antioch, California, Code, and the California Government Code §§ 900 *et seq.*

m. Waivers.

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

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

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

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

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

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

r. IRS Form W-9/CA FTB Form 590. LESSOR agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this AGREEMENT and at such other times as may be reasonably requested by LESSEE. In the event the PROPERTY is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide LESSEE with a completed IRS Form W 9, or its equivalent, and other related paper work to effect a transfer in the RENT to the new lessor.

s. Quiet Enjoyment. LESSOR covenants that LESSEE, on timely paying the correct RENT or HOLDOVER RENT and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the PREMISES.

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

Site No.: 826717
Site Name: PL352 City Tank – Cache P

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth below and acknowledge that this AGREEMENT is effective as of the date first above written.

LESSOR:

CITY OF ANTIOCH, a California municipal corporation

By: _____
Title: _____

Signature: _____
Date: _____

Approved as to Form:

By: Thomas Lloyd Smith
Title: City Attorney, City of Antioch

Signature: _____
Date: _____

Attest:


By: _____
City Clerk

Signature: _____
Date: _____

LESSEE:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By:  _____
Print Name: Lori Lopez
Print Title: Sr. REA Transaction Manager
Date: 6/22/2021

Site No.: 826717

Site Name: PL352 City Tank – Cache P

EXHIBIT “A”

DESCRIPTION OF PROPERTY

The PROPERTY of which PREMISES are a part is described as follows:

PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48.

Assessor's Parcel Number: 072-012-102-9

EXHIBIT "B"

DESCRIPTION OF PREMISES

The PREMISES consist of those specific areas described/shown below or where LESSEE's COMMUNICATION FACILITY occupy the PROPERTY. Exhibit "B" shall also include a legal description of the PREMISES.

LEASE A (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL D; THENCE NORTH 82°49'42" WEST A DISTANCE OF 86.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 200 SQ. FT. OR 0.0046 ACRES, MORE OR LESS.

LEASE B (AS SURVEYED):

A TRACT OF LAND BEING A PART OF PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL D; THENCE NORTH 82°49'42" WEST A DISTANCE OF 86.23 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 84°28'43" WEST A DISTANCE OF 111.94 FEET; THENCE NORTH 04°04'02" EAST A DISTANCE OF 66.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 78°46'31" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 11°13'29" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 78°46'31" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 11°13'29" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 200 SQ. FT. OR 0.0046 ACRES, MORE OR LESS.

ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 FOOT STRIP OF LAND BEING A PART OF PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Site No.: 826717

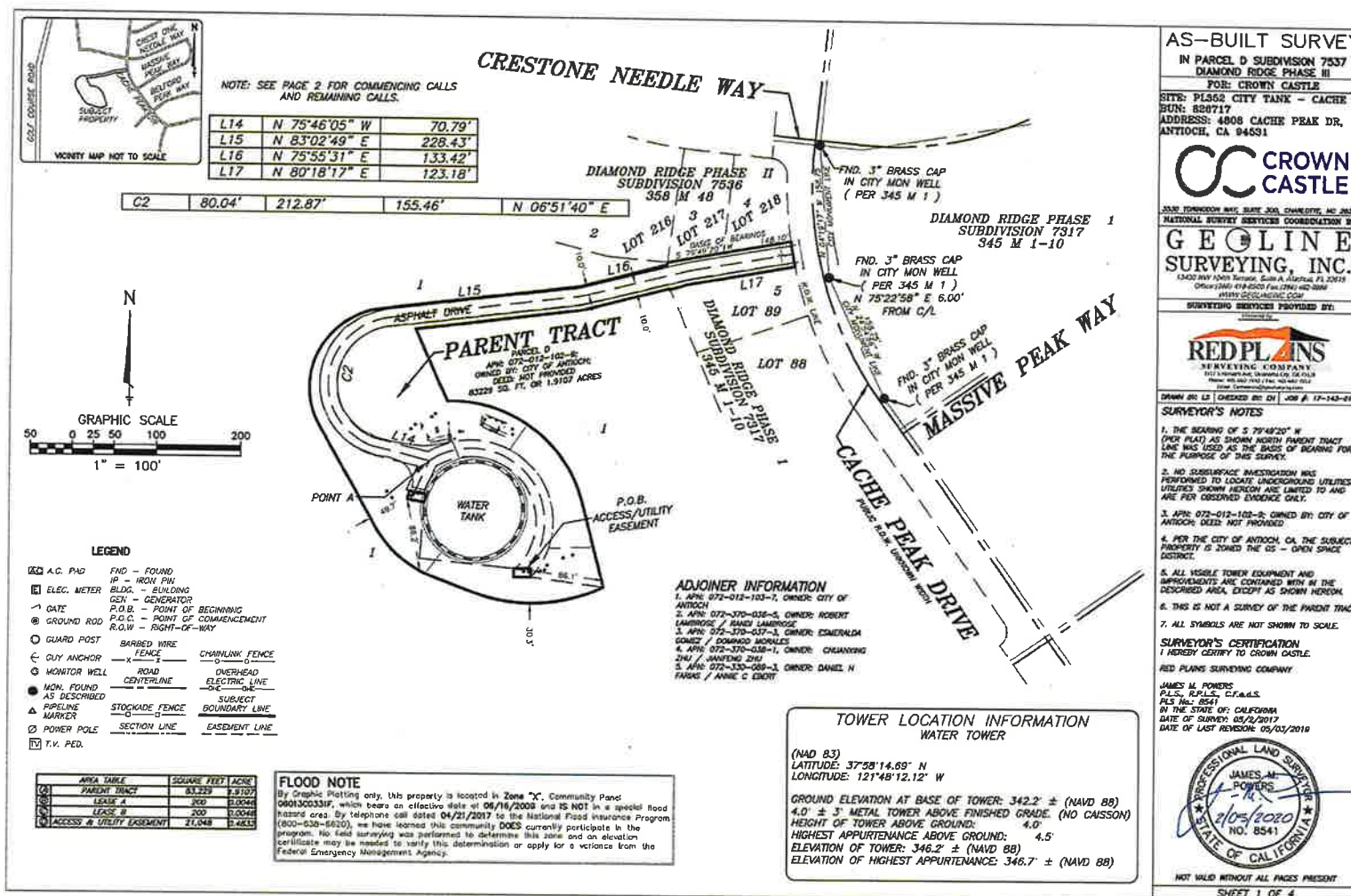
Site Name: PL352 City Tank – Cache P

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL D; THENCE NORTH 82°49'42" WEST A DISTANCE OF 86.23 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 15.57 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 249.79 FEET, WITH A RADIUS OF 87.00 FEET, WITH A CHORD BEARING OF NORTH 42°28'26" WEST, WITH A CHORD LENGTH OF 172.42 FEET TO POINT A; THENCE NORTH 75°46'05" WEST A DISTANCE OF 70.79 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 212.87 FEET, WITH A RADIUS OF 80.04 FEET, WITH A CHORD BEARING OF NORTH 06°51'40" EAST, WITH A CHORD LENGTH OF 155.46 FEET; THENCE NORTH 83°02'49" EAST A DISTANCE OF 228.43 FEET; THENCE NORTH 75°55'31" EAST A DISTANCE OF 133.42 FEET; THENCE NORTH 80°18'17" EAST A DISTANCE OF 123.18 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF CACHE PEAK DRIVE; THENCE FROM SAID POINT A SOUTH 24°07'00" WEST A DISTANCE OF 41.26 FEET;

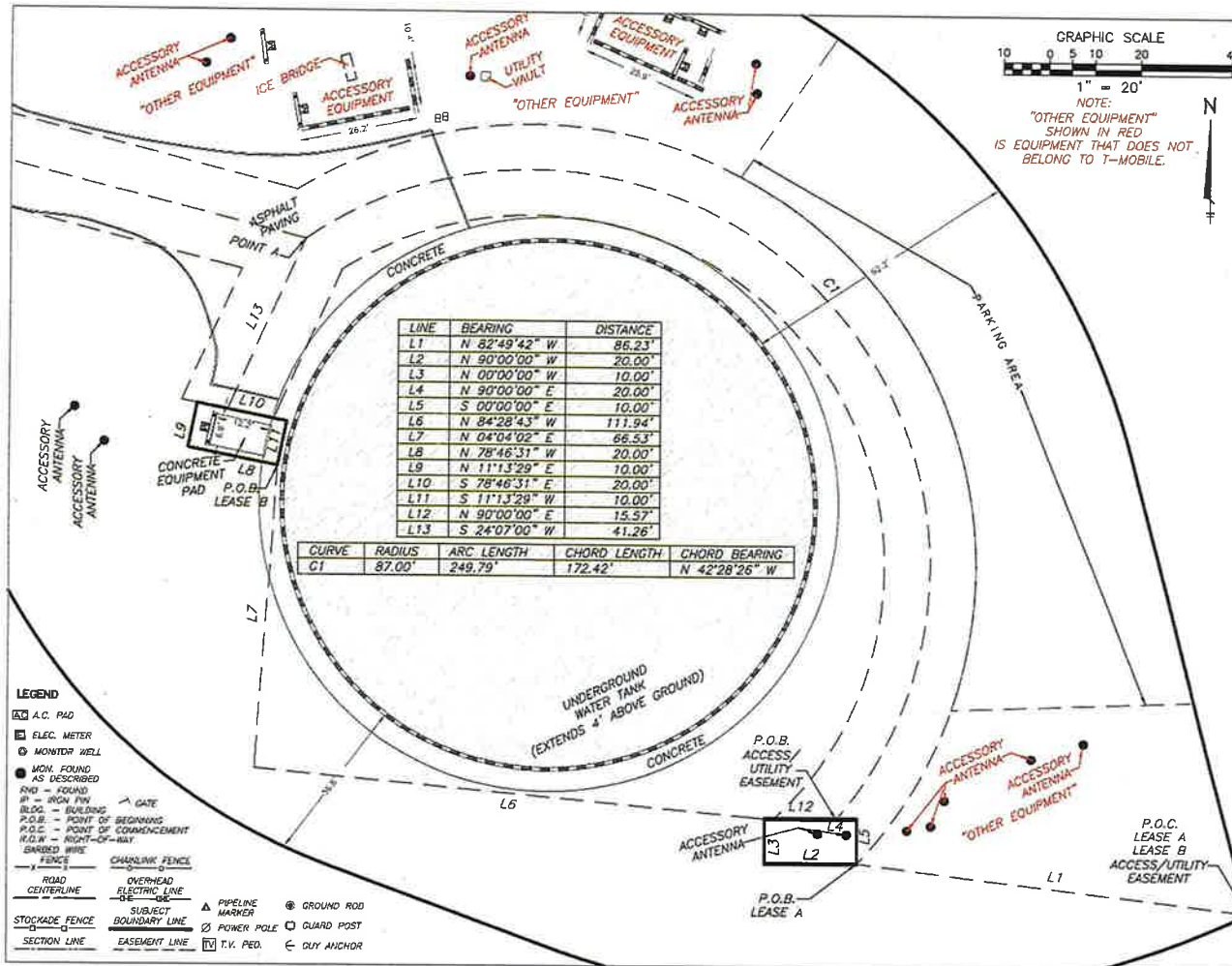
CONTAINING 21,048 SQ. FT. OR 0.4832 ACRES, MORE OR LESS.

[As-Built Survey Follows (4 pages total)]

Site No.: 826717
 Site Name: PL352 City Tank - Cache P



Site No.: 826717
 Site Name: PL352 City Tank - Cache P



AS-BUILT SURVEY
 IN PARCEL D SUBDIVISION 7537
 DIAMOND RIDGE PHASE III
 FOR: CROWN CASTLE

SITE: PL352 CITY TANK - CACHE P
 BUNS: 826717
 ADDRESS: 4806 CACHE PEAK DR.
 ANTIOCH, CA 94531

CROWN CASTLE
 3530 THUNDERBOLT WAY, SUITE 200, CHARLOTTE, NC 28277
 NATIONAL SURVEY SERVICES COORDINATION BY:

GEO LINE SURVEYING, INC.
 13402 BAY (15th) TOWER, SUITE A, AUSTIN, TX 78715
 (512) 452-1234 FAX (512) 452-1235
 WWW.GEOLINEINC.COM

SURVEYING SERVICES PROVIDED BY:
 RED PLAINS SURVEYING COMPANY

DRAWN BY: L2 CHECKED BY: EN JOB #: 17-143-017

SURVEYOR'S NOTES

1. THE BEARING OF S 78°49'20" W (PER PLAT) AS SHOWN NORTH PARCENT TRACT LINE WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. APN: 072-012-102-0; OWNED BY: CITY OF ANTIOCH; DEED: NOT PROVIDED.
4. FOR THE CITY OF ANTIOCH, CA, THE SUBJECT PROPERTY IS ZONED THE OS - OPEN SPACE DISTRICT.
5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, EXCEPT AS SHOWN HEREON.
6. THIS IS NOT A SURVEY OF THE PARENT TRACT.
7. ALL SYMBOLS ARE NOT SHOWN TO SCALE.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE.

RED PLAINS SURVEYING COMPANY
 JAMES M. POWERS
 P.L.S., R.P.L.S., C.F.A.S.
 PLS No.: 8541
 IN THE STATE OF CALIFORNIA
 DATE OF SURVEY: 05/02/2017
 DATE OF LAST REVISION: 05/03/2018

SHEET 2 OF 4

Site No.: 826717

Site Name: PL352 City Tank – Cache P

AS-BUILT SURVEY
IN PARCEL D SUBDIVISION 7537
DIAMOND RIDGE PHASE III
FOR: CROWN CASTLE

SITE: PL352 CITY TANK – CACHE P
BUN: 826717
ADDRESS: 4608 CACHE PRAIRIE DR,
ANTIOCH, CA 94531



2130 BARNHARTT WAY, SUITE 200, CHARLOTTE, NC 28277
NATIONAL SURVEY SERVICES COORDINATION BY:

G E O L I N E
SURVEYING, INC.
3400 WYOMING STREET, SUITE A, ANTONIO, TX 78204
OFFICE: (214) 478-2000 FAX: (214) 482-9588
WWW.GEOLINESURVEYING.COM

SURVEYING SERVICES PROVIDED BY:



DRAWN BY: LS | CHECKED BY: BN | JOB #: 17-143-017

SURVEYOR'S NOTES

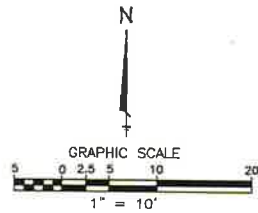
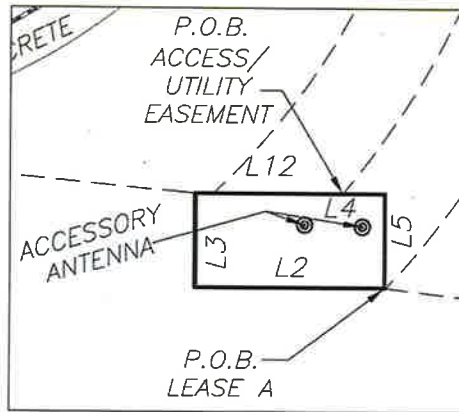
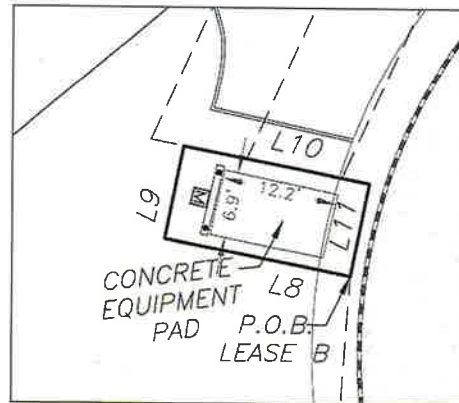
1. THE BEARING OF S 78°49'20" W (PER PLAT) AS SHOWN NORTH PARCENT TRACT LINE WAS USED AS THE BASE OF BEARING FOR THE PURPOSE OF THIS SURVEY.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. APN: 072-012-102-0; OWNED BY: CITY OF ANTIOCH; DEED: NOT PROVIDED
4. PER THE CITY OF ANTIOCH, CA, THE SUBJECT PROPERTY IS ZONED THE OS - OPEN SPACE DISTRICT.
5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, EXCEPT AS SHOWN HEREON.
6. THIS IS NOT A SURVEY OF THE PARENT TRACT.
7. ALL SYMBOLS ARE NOT SHOWN TO SCALE.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE

RED PLANS SURVEYING COMPANY

JAMES M. POWERS
P.L.S., R.P.L.S., C.F.A.S.
P.L.S. No.: 8541
IN THE STATE OF CALIFORNIA
DATE OF SURVEY: 05/22/2017
DATE OF LAST REVISION: 05/03/2019

SHEET 3 OF 4



Site No.: 826717

Site Name: PL352 City Tank - Cache P

LEGAL DESCRIPTIONS

PARENT TRACT (AS PROVIDED)
PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48.

LEASE A (AS SURVEYED):
A TRACT OF LAND BEING A PART OF PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL D;
THENCE NORTH 82°49'42" WEST A DISTANCE OF 86.23 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 20.00 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
CONTAINING 200 SQ. FT. OR 0.0046 ACRES, MORE OR LESS.

LEASE B (AS SURVEYED):
A TRACT OF LAND BEING A PART OF PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL D;
THENCE NORTH 82°49'42" WEST A DISTANCE OF 86.23 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 20.00 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 84°28'43" WEST A DISTANCE OF 111.94 FEET;
THENCE NORTH 04°04'02" EAST A DISTANCE OF 66.53 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 78°46'31" WEST A DISTANCE OF 20.00 FEET;
THENCE NORTH 11°13'29" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 78°46'31" EAST A DISTANCE OF 20.00 FEET;
THENCE SOUTH 11°13'29" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
CONTAINING 200 SQ. FT. OR 0.0046 ACRES, MORE OR LESS.

ACCESS/UTILITY EASEMENT (AS SURVEYED)
A 20 FOOT STRIP OF LAND BEING A PART OF PARCEL D OF SUBDIVISION 7537, DIAMOND RIDGE PHASE III, BOOK 373, PAGE M 48, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL D;
THENCE NORTH 82°49'42" WEST A DISTANCE OF 86.23 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 20.00 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 15.57 FEET;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 249.79 FEET, WITH A RADIUS OF 87.00 FEET, WITH A CHORD BEARING OF NORTH 42°28'26" WEST, WITH A CHORD LENGTH OF 172.42 FEET TO POINT A;
THENCE NORTH 75°46'05" WEST A DISTANCE OF 70.79 FEET;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 212.87 FEET, WITH A RADIUS OF 80.04 FEET, WITH A CHORD BEARING OF NORTH 06°51'40" EAST, WITH A CHORD LENGTH OF 155.46 FEET;
THENCE NORTH 83°02'49" EAST A DISTANCE OF 228.43 FEET;
THENCE NORTH 75°55'31" EAST A DISTANCE OF 133.42 FEET;
THENCE NORTH 80°18'17" EAST A DISTANCE OF 123.18 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF CACHE PEAK DRIVE;
THENCE FROM SAID POINT A SOUTH 24°07'00" WEST A DISTANCE OF 41.26 FEET;
CONTAINING 21,048 SQ. FT. OR 0.4832 ACRES, MORE OR LESS.

UTILITY NOTES

The Aboveground utilities shown have been located from field survey information only. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further certifies that they are located as accurately as possible from the field information obtained.

AS-BUILT SURVEY

IN PARCEL D SUBDIVISION 7537
DIAMOND RIDGE PHASE III

FOUR: CROWN CASTLE

SITE: PL352 CITY TANK - CACHE P
BUN: 826717
ADDRESS: 4808 CACHE PEAK DR.
ANTIOCH, CA 94531



2130 JORDANWAY AVE. SUITE 300, CHARLOTTE, NC 28277

NATIONAL SURVEY SERVICES COORDINATION INT.

G E O L I N E
SURVEYING, INC.

13400 NW 104th Avenue, Suite A, Alachua, FL 32015
Office (904) 418-0200 Fax (904) 462-0686
www.geoline-surveying.com

SURVEYING SERVICES PROVIDED BY:

Florida:



DIAMOND RIDE 15 CHECKED BY: JH JAB # 17-143-017

SURVEYOR'S NOTES

1. THE BEARING OF S 79°49'20" W (PER PLAT) AS SHOWN ON THE PARENT TRACT LINE WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.
3. APN: 072-012-102-8 OWNED BY: CITY OF ANTIOCH. DEED NOT PROVIDED.
4. PER THE CITY OF ANTIOCH, CA, THE SUBJECT PROPERTY IS ZONED THE OS - OPEN SPACE EXTRACT.
5. ALL VISIBLE TOWER EQUIPMENT AND APPROXIMATIONS ARE CONTAINED WITH IN THE DESCRIBED AREA, EXCEPT AS SHOWN HEREON.
6. THIS IS NOT A SURVEY OF THE PARENT TRACT.
7. ALL SYMBOLS ARE NOT SHOWN TO SCALE.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO CROWN CASTLE

RED PLANS SURVEYING COMPANY

JAMES H. POWERS
P.L.S., R.P.L.S., C.F.A.S.
P.L.S. No.: 8541
IN THE STATE OF: CALIFORNIA
DATE OF SURVEY: 05/2/2017
DATE OF LAST REVISION: 05/03/2019

SHEET 4 OF 4

Site No.: 826717

Site Name: PL352 City Tank – Cache P

EXHIBIT “C”

TRUE & CORRECT COPIES OF LESSEE’S GOVERNMENT APPROVALS


[See attached]

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Trevor Schnitzius, Police Captain

APPROVED BY: Tammany Brooks, Chief of Police 

SUBJECT: Contract with PRI Management Group for records purging

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a contract with PRI Management Group to purge police records in accordance with applicable state laws and the City's record retention policy and,
2. Authorizing the City Manager to execute a contract with PRI Management Group not to exceed \$65,000.

FISCAL IMPACT

There will be a one-time expenditure of \$65,000. The expenditure (\$65,000) is included in the approved fiscal year 2021/2022 General Fund Police Department budget.

DISCUSSION

Due to prior years inadequate staffing levels in the Records Unit and the lack of experience of current records staff, police records have not been actively purged in over 23 years. The department currently has records dating back to the late 1980's that should have been purged in accordance with the City of Antioch record retention schedule and state law. As a result, the Records Unit is not currently in compliance with state law and the City's current record retention policy. Maintaining these records outside of the applicable state law and City record retention policy potentially exposes the City to unnecessary liability.

The current workload within the records unit does not afford staff adequate time to actively evaluate and purge the volume of records in our possession efficiently or in a timely manner. The police department currently averages 10,000 reports per year. Over the span of 23 years, this equates to approximately 230,000 reports that currently need to be reviewed and evaluated for purging.

The Records Unit is also in the process of digitizing all of its records. After the completion of this one-time service, the Records Unit will have established procedures to regularly evaluate and purge records moving forward this will eliminate the need for this service in the future and maintain compliance with state and City record retention requirements.

As part of the service agreement, the PRI Management Group will also provide additional services including, inventorying and re-organizing existing records and assisting the department with electronic retention of remaining records.

ATTACHMENTS

- A. Resolution
- B. PRI Management Group Quote
- C. Sole Source Documentation
- D. Police Department Records Retention Schedule

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A CONTRACT WITH PRI MANAGEMENT GROUP TO EVALUATE
AND PURGE POLICE RECORDS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH PRI MANAGEMENT GROUP
NOT TO EXCEED \$65,000**

WHEREAS, the City of Antioch Police Department currently has police records requiring purging and re-organizing;

WHEREAS, the City of Antioch Police Department desires to evaluate and purge records currently under its custody and control;

WHEREAS, the purging and re-organizing of police records will bring the City of Antioch Police Department into compliance with state law and the City's record retention policy;

WHEREAS, this expenditure was included in the approved FY 2021/22 budget;

WHEREAS, these services are unique to PRI Management Group and can only be provided by PRI Management Group; and

WHEREAS, funding for the purchase has been approved in the General Fund.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the City Council of the City of Antioch hereby:

1. Approves a contract with PRI Management Group to purge and re-organize police records in accordance with state law and the City's record retention policy, and
2. Authorizes the City Manager to execute a contract with PRI Management Group not to exceed \$65,000 in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 27th day of July, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**



*Public Safety Records and
Technology Compliance Solutions*

February 10, 2021

Lynn Dansie
Antioch Police Department
Via email: ldansie@antiochca.gov

Re: Sole Source Qualification

Dear Ms. Dansie,

This letter serves to document that PRI Management Group is a professional consulting services firm offering highly specialized professional skills in police records management operations. PRI has a long standing history in providing subject matter expertise and training to California law enforcement agencies since 2008. PRI is the only known law enforcement records management consulting firm that offers law enforcement records inventory, retention, and purging services.

Sincerely,

E.N. Cloughton, III

Ed Cloughton, III, President
PRI Management Group



*Public Safety Records and
Technology Compliance Solutions*

January 25, 2021

Lynn Danise
Antioch Police Department
Via email: ldansie@antiochca.gov

Re: Records Inventory & Purge

Dear Lynn Danise,

Thank you for considering PRI Management Group for your agency's records management needs. Enclosed is a quote with three consulting options, each with differing levels of service, which allows you to choose which is most relevant to your needs.

This fixed price quote ensures you know upfront what the project costs and furthermore, should any aspect of the project take longer than expected, you will not be charged for the additional time.

Please contact me for any questions you may have at ed@policerecordsmanagement.com or 305-460-0096. I look forward to serving you in this project.

Sincerely,

E. N. Claughton III

Edward Claughton III, President
PRI Management Group

I. Overview

The Antioch Police Department is seeking assistance with a records inventory and purge of records which have met retention periods and final disposition. The Department desires to maintain compliance with retention schedules, and eliminate the unnecessary creation of paper records.

There are approximately 1200 feet of records requiring inventorying, re-organization, and confirmation of eligibility for purging. The department will utilize an existing shredding service as needed for records set aside for purging.

II. Objectives

The objectives of the assessment include inventorying agency records and identifying those which, per retention requirements, should be purged in order to confirm compliance with California legal mandates, reduce agency liability, and provide for the efficient management of agency records going forward. This includes:

- Identify which paper records need to be retained and/or transferred;
- Determine which records are cleared for destruction by the District Attorney's Office and from the police evidence, legal, investigations and records offices;
- Provide for effective management and proper retention/storage of agency records;
- Document all findings and actions taken as a result of this project.

III. Results

The value that the Antioch Police Department will derive from the successful completion of this project will include but not be limited to:

- Limiting liability and potential workload stemming from the management of unnecessary records and public records requests;
- Ensured compliance with all legal requirements and retention schedules;
- Completion of work on behalf of the Agency.

IV. Resources

PRI is a highly specialized law enforcement records management and IT consulting firm in business since 2008, with many clients in California. Each consultant has worked in the field of law enforcement records management and technology, serving in both sworn and civilian capacities as either records managers, commanders or IT support staff.

The consultants assigned to this project through its completion are listed below.

Edward Cloughton, President

The company's president, Ed Cloughton, specializes in police records operations including public records and UCR compliance, records management, case management, quality control, organizational structure, workflow and records management systems administration. Mr. Cloughton is the premier, nationally recognized expert in law enforcement information management having provided project management, business process design and technical consultative and training services to over 350 public safety agencies.

He is a selected speaker for the IACP along with various other industry organizations, has written numerous articles on law enforcement records and technology as published in Police Magazine, GovTech, GCN and in the book "Modernizing Crime Statistics" by the National Academy of Sciences. He served on the recent National Academy of Sciences and FBI panel convened to assist with the nationwide transition to NIBRS reporting as a subject matter expert.

Mr. Cloughton is a certified records manager, auditor and instructor in UCR and public records, having created state certified police records training curriculum in various states. He holds a Master in Criminal Justice degree from Boston University. Mr. Cloughton worked in law enforcement for 20 years, retiring as a police lieutenant.

Kevin Vest, Consultant

Kevin has 20+ years experience in integrating emerging information technology with law enforcement initiatives to improve operations.

Kevin's accomplishments include developing and driving multiple enterprise-level IT projects to enhance operations of large law enforcement agencies. He has more than 13 years of experience as de facto Chief Information Officer with expertise directing operations, managing multi-million dollar budgets, and implementing process improvement technologies.

Kevin is a perceptive, influential leader with acute business acumen and expertise in building and leading high-performance law enforcement teams to address and resolve problems. He is an articulate communicator, skilled at explaining complex technical IT information to law-enforcement personnel. His technical proficiencies include Microsoft Office Suite, Microsoft Project, SSRS, Oracle, SQL Server, T-SQL, Crystal Reports, Logi, and DevExpress.

Kevin served as the Assistant Sheriff for the Riverside County Sheriff's Department, Riverside County, CA. In this position he directed operations as the senior executive charged with managing Administration, Courts, Coroner, Public Administrator, Personnel, Training Center, and Support Services divisions, facilitating operations with combined budgets of more than \$130M. Kevin developed and implemented multiple enterprise-level IT projects to streamline operations, reduce risk, and address critical needs.

As Chief Deputy from 2014 to 2017, he oversaw the Support Services Division, preparing and administering grant proposals, served as the executive sponsor for procuring and replacing legacy systems, implemented an agency-wide Sharepoint solution to distribute policies and training topics (videos or PowerPoint), and to automate compliance tracking. He also spearheaded development of an enterprise level client/server application to centralize all report approval and tracking processes for patrol operations, and a project to deploy convertible computers (Getac tablets and Surface Pro) as desktop/laptop replacements, reducing total PC count and licensing costs while increasing productivity.

Kevin holds a Master of Arts, Public Administration, Bachelor of Arts in Public Administration of Criminal Justice, an Associate's degree in Computer Information Systems, and a Crime and Intelligence Analysis Certificate, University of California--Riverside, Riverside, CA.

Amanda Schriener, Consultant

Amanda has nearly 10 years of experience working directly in law enforcement records management as a Police Records Manager.

Amanda's accomplishments include successfully completing large law enforcement records inventories and purging, overseeing the implementation of a multi-departmental records management system, and managing other software and hardware procurements. Her technical proficiencies include NCIC, NIBRS, and CJIS compliance. Amanda is also proficient with other criminal justice management systems including Intergraph, TriTech/Central Square and FileOnQ.

Amanda holds both a Bachelor of Science, Associate's degree in Business Management.

V. Options

There are several ways to achieve the objectives listed above, all of which will provide varying levels of the desired results. Some of the options provide more value than the others and by providing you these options, you have the flexibility to decide which is most attractive in relation to your investment.

Option #1: Inventory, Research, Reboxing of 386 feet of Records

PRI will provide a complete inventory of police records, and research and identify which records are eligible for purging, pull the physical files eligible for purging, record the volume of records to be destroyed. We will:

- Review all files within the desired time period sort, research and confirm disposition;
- Files will be separated by status and disposition, as well as crime type to align with future retention schedules.
- Log and index all findings;
- Provide assistance with State archives reporting requirements;
- Complete the required disposition forms, allowing the Department to easily access and destroy the appropriate records.

Option #2: Inventory, Research and Reboxing of 772 Feet of Records

PRI will complete all services for 772 feet of records.



Option #3: Inventory, Research, Reboxing, and Process Re-engineering

PRI will complete all services for 1200 feet of records.

- PRI will assist in development of updated process to enable electronic maintenance of records in compliance with California standards.

sent to Ana
2.8.21

VI. Timing

PRI is able to begin at any mutually agreeable time beginning in 2021. The below time frames are estimates. The time frame to complete both the onsite and offsite site work may be longer due to any unexpected circumstances beyond our control.

Option #1: should be completed in approximately 1-2 months

Option #2: should be completed in approximately 2-3 months

* **Option #3:** should be completed in approximately 4-5 months

VII. Joint Accountabilities

Antioch Police Department will be responsible for providing PRI access to and coordinating agency personnel availability, facilities and records management related systems.

PRI will be responsible for carrying out the work requested, maintaining confidentiality of agency information and adhering to all mutually agreed upon schedules.

Both parties will keep each other informed of any unforeseen changes or other issues that impact and influence the project so we can both adjust accordingly. We will mutually accommodate each other's unexpected scheduling conflicts and agree to err on the side of over communication to keep each other abreast of all aspects of the project.

VIII. Terms and Conditions

All options include training your staff in the new records procedures. The fee options for this project are as follows and can be invoiced according to your budgetary needs:

Option #1: \$21,750

Option #2: \$42,000

* **Option #3:** \$65,000

* **Plus expenses:** Expenses will be billed at actual cost. You will *not* be billed for phone calls, email, fax, supplies, administrative work or duplication costs. Travel and living expenses including standard airfare, hotel, rental car, and per diem will be billed separately at standard U.S. Government rates. Expenses are not to exceed \$ 5,000.

Guarantee

We guarantee the quality of our work. We provide the highest caliber management consulting services available and are the only consulting firm in the nation of its kind working solely in the field of police records management and crime reporting compliance. If you are not satisfied with any aspect of our services, we will correct it.

**CITY OF ANTIOCH
SOLE SOURCE/BRAND REQUEST**

**THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO
ANY SOLE SOURCE PURCHASE OR CONTRACT**

When a request is made for a non-competitive purchase of goods or services, then the specification, special circumstances or special qualifications that justify limiting the bidding or contracting to one source must be justified in writing and approved by the City Manager or, if the amount of the contract exceeds the City Manager's authority, the City Council. In such cases, the requesting department must complete this form for approval. Please answer in the space provided, and/or in an attachment and address, by specific reference, each question listed below (1-5) in your justification. ***Be sure to answer each part of each question.*** Failure to respond fully to any of the questions could result in delay or rejection of your request due to inadequate justification.

1. Using appropriate detail, such as brand name, model number etc., briefly describe the product you wish to purchase. In the case of a service, use enough detail to clearly describe to someone not familiar with the process what you are purchasing.
2. Please check one:
 - a. ☒ **SOLE SOURCE:** Item is available from one source only; or item is one-of-a kind and is not sold through distributors; or manufacturer is exclusive distributor; or special circumstances and/or qualifications merit consideration of sole source to save money and/or time.
 - b. ☐ **SOLE BRAND:** Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.
 - c. ☐ **STANDARDIZATION REQUEST:** The Department requires the item to standardize parts, design, quality etc. (This requires a detailed memo with analysis and justification.)
3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?) *see attached*
4. (a) Why are the unique performance features required (not merely preferred), and how would your requirement be inhibited without this particular service/item? or (b) What are the unique circumstances that compel (not merely make easier) the recommendation of this service/item at this particular time? *see attached*
5. What other products/services, if any, have been examined and rejected, and why? (Please provide a specific meaningful explanation, one vendor one feature at a time. For products be sure to clearly identify the *see attached*

Sole Source Request
June 24, 2021
PRI Management Group
Antioch Police Department

3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?)

PRI Management Group is the only known law enforcement records management consulting group in the nation, working solely in the field of police records management and crime reporting compliance. The services they provide are conducted by law enforcement professionals, each having worked in the field of law enforcement records management and technology in both sworn and civilian capacities. PRI is familiar with the records retention requirements, policies, laws and procedures to complete research and conduct a records purge of this size.

4. (a) Why are the unique performance features required (not merely preferred), and how would your requirement be inhibited without this particular service/item? Or (b) What are the unique circumstances that compel (not merely make easier) the recommendation of this service/item at this particular time?

Records have not been purged on a regular basis, within our Records Division, for many years. Upon a quick review of records we currently have available, it's been determined records may not have been purged for over 23 years. By not purging records according to our retention schedule and other California legal mandates, our department and city are open to liability as certain laws require us to produce records if they are still in our possession. Additional services provided include inventorying and re-organizing existing records and assisting us with moving forward with electronic retention of records.

As exemplified in the number of years records have not been purged within our agency, this lengthy project would take many hours, months and possibly years to complete, if done by our Records personnel. Records personnel would need to work many hours of overtime in order to pull physical files, review the final disposition of cases, research cases as needed, coordinate with evidence and other department units, in order to determine if a case meets the purging requirements. The police department currently writes an average of 10,000 cases per year. Over the course of 23 years, estimated on the high side, over 230,000 cases would need to be reviewed. Having a dedicated company, with the skill set needed to make these types of determinations, would be invaluable to our agency.

5. What other products/service, if any, have been examined and rejected, and why?

PRI Management Group is the only known law enforcement records management consulting group in the nation, working solely in the field of police records management and crime reporting compliance. A sole source letter from PRI has been included with our request.

product by name and model number and include the name, address, and telephone number of the company representative who's product you tested.)

6. If justification is based on matching and/or intermixing with existing equipment (refer to 1.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred.

I HEREBY CERTIFY THAT:

1. I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and considered comparable and/or equal equipment/service.
3. I believe that a sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

REQUESTOR Lynn Dansie DATE: 6/24/21
DEPT. HEAD/ DIRECTOR: Brooks 2502 DATE: 6/29/21

FINANCE DIRECTOR:

APPROVED: ✓

NOT APPROVED: _____ DATE: 6/30/21

COMMENTS:

BY: Guerrero for D. Merchant

FINAL APPROVAL:

(Council Agenda date and Item)

Rm Buel
City Manager
(Up to \$50,000.00)

City Council
(Over \$50,000.00)

RESOLUTION NO. 2001/51

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING POLICE DEPARTMENT TO RECORDS RETENTION SCHEDULE
AND AUTHORIZING DESTRUCTION OF CERTAIN RECORDS**

WHEREAS this City Council adopted Resolution No. 88/310, establishing a records retention schedule for various departments and authorizing destruction of records pursuant to the time periods specified in state law; and

WHEREAS the Police Department was not included among the departments to have this authorization;

NOW, THEREFORE, BE IT RESOLVED that the Police Department is added to the departments authorized under Resolution No. 88/310 to destroy records pursuant to a retention schedule, with **Exhibit "A"** attached hereto listing the types of documents and their retention periods.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of May, 2001, by the following vote:

AYES: Council Members Davis, Kalinowski, Conley, Simonsen, and Mayor Freitas.

NOES: None.

ABSENT: None.

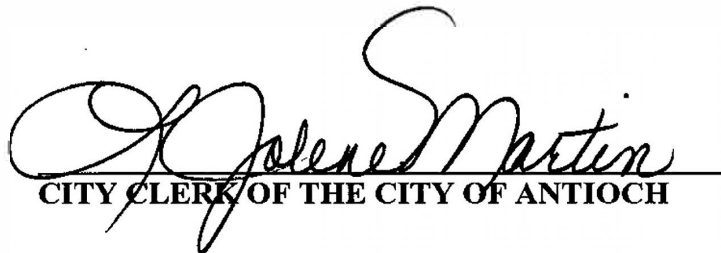

CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

1. Unfounded Internal Investigations – 2 years
2. Citizen Complaints and founded Internal Investigations – 5 years
3. All records pertaining to unsuccessful applicants – sworn and non-sworn positions, as well as volunteer positions – 2 years
4. Personnel files of retired/resigned/terminated employees with no significant issues (discretion of the chief) – 5 years
5. Record checks/drivers license abstracts, fingerprint cards for background info requested by Personnel – 2 years
6. Miscellaneous documents, i.e. shift highlights, press releases, correspondence, memos, purchase requisitions, purchase orders, warrant requests, field checks, - 2 years
7. Crime Prevention Commission Minutes – 5 years
8. Anything else not covered above – 2 years

PUBLIC SAFETY

Record Series	Retention	Citation	Descriptor
EMERGENCY MANAGEMENT			
Mutual Aid, Strategic Plans	S + 2	GC34090	
FIRE SAFETY ADMINISTRATION			
Books, Fire Code	S + 3	GC34090.7 CCP 340.5	Include OPS manuals
General Orders, Policies/Procedures	S + 2		
Inspections, Fire Prevention	CL + 3	UFC 103.34	Alarm/sprinkler systems, prevention efforts
Investigations, Evidence Arson	P	PC 799	Support prosecution resulting in homicide
Investigations, Evidence Arson	CL + 6	PC 800	Great bodily harm, inhabited structure or property
Journals, Fire Station	CU + 2	GC34090	Activities, personnel, engine company
Permits, Uniform Fire Code	CL + 2	GC34090	
PERSONNEL			
Exposure	T + 30	29 CFR 1910.1020	Sampling results, collection methodology, background
Exposure	T + 1	29 CFR 1910.1020	Laboratory reports and worksheets
Medical	T + 30	29 CFR 1910.1020	
Medical	T + 2	29 CFR 1910.1020; *	Employees less than one year *GC34090
Training	T + 2	GC34090	Certifications/designations
PROPERTY			
Apparatus/Vehicle	CU + 2	GC34090 CCP 340.5 *	Repair and Maintenance *8 CAL Code Reg. 3203 (b) (1)
Inventory, Equipment & Supplies	CU + 2	GC34090	
Logs, Fire Equipment/Gear	CU + 2	GC34090	
REPORTS			
Incident	CL + 3	GC34090 CCP338 *	Dispatch and daily logs *CCP 340.5
Field, Non-fire and Logs	CU + 2	GC34090	
Fire, Non-arson and Logs	CU + 2	GC34090	

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Investigations, Evidence Arson	CL + 3	PC 801; UFC 104.32	Structure
Weed Abatement	CL + 2	GC34090	Reports, assessments, resolutions, documentation
HAZARDOUS MATERIALS			
Hazardous Waste Disposal	CU + 10	CAL OSHA; 40 CFR 122.21	Documentation re handling and disposal of hazardous waste
Permits, Hazardous Materials Storage	CU + 2	GC34090	Departments consistently recommend permanent retention of environmentally sensitive materials.
Programs, Household Hazardous Waste	S + 2	GC34090	
Training Materials	S + 2	Cal Code *	Standards and Administration *Reg. 3204(d), et seq.
Underground Storage Tank Compliance Maintenance & Operation.	P CU + 2	GC34090a GC34090	Documents re: storage Location, installation, removal, remediation
LAW ENFORCEMENT ADMINISTRATION			
Accounting/Cash Reconciliation	CU + 2	GC34090	
Alarm Records	CU + 2	GC34090	
Claim Files	CL + 6	PC 832.5	Claim copy, correspondence, photographs, supporting documents relative to incidents involving the Police Department filed by citizens
Department Manual	S		Changes to manual are recorded in the General Orders (permanent)
Equipment Communication	T + 2	GC34090	Retained until termination of equipment use; Manuals, instructions, procedures
Inventory	S + 2	GC34090	Listing of equipment assigned to division, to whom it is assigned
Reports Activity	CU + 2	GC34090	Weekly/monthly/quarterly/ annual activity/statistical reports by division. Retain only one form for retention period
Chemical Emissions	CU + 2	GC34090	
Survey Response Files	CU + 2	GC34090	Surveys, responses, correspondence with other agencies requesting statistical data
INVESTIGATIONS			
Administrative/Internal	CL + 5	PC 832.5 EVC 1045 GC 12946 PC 801.5; 803(c) VC 2547	Initiated by citizens complaints or internally initiated; includes complaint, reports, findings

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Asset Forfeiture	CL + 2	GC34090	
Investigations/ Proceedings Case File			
Notifications	CU + 2	GC34090	To legal property owner prior to case filing that property is subject to asset forfeiture proceedings. If case is filed, notification becomes part of forfeiture case file.
Case Books, Investigative	CL + 2	GC34090	Retained by division until a case is suspended/closed; transfer to Records Division to be filed with associated Daily Report (DR) file
Case Files Homicide Investigator's File	P	PC 799	
Narcotics (No arrest, Narcotics Cases)	CL + 2	GC34090	Retained by division until no longer useful for investigative purposes
Officer Involved Shootings	CL + 25	GC34090	
Court Daily Schedule	CU + 1	GC34090.7	Printouts of daily court scheduling
Sign-In Logs	CU + 2	GC34090	Logs officers' names, time in/out for court appearances
Tracking System Records	CU + 2	GC34090	Database records subpoena number, officer name, case number, defendant name, district attorney name, court information disposition
Evidence, Disposition Forms			Attach to duplicate Property Report, file w/DR in Records Division
Fingerprint Applicants Files	T + 2	GC34090	Paperwork authorizing fingerprinting and background checks for city employment applicants and business license applicants
Inked/Palm Cards	AC + 20		Persons booked into detention facility; (Copies distributed to county, state, federal agencies)
Records Latents		Approp. PC Section	1) Retain for applicable case statute of limitation; 2) or until evidence in case is destroyed; Hard copy and digitized
Suspect, Adult/Juvenile	CL	Law Enforcement Management Guide by POST	Adults/juveniles suspected of a crime, taken for comparison. Destroy after original purpose achieved
Guns, Dealers Record of Sale	CU + 6	PC 12070	Applicants, Monthly Gun Audits, Applications Denied, Stolen (DOJ File)
Informant Files	T + 10		Legal notifications, identification information, payment information, activities information

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Record Series	Retention	Citation	Descriptor
Jail			
Daily Logs	CU + 6	GC34090	Daily report of staffing, bookings/releases, transfers, transportation
Inmate Record			Dependent on facility's classification; see Laws and Guidelines for Local Detention Facilities by Board of Corrections (State of California)
Inspection Files	CL + 6		Inspections by various agencies
Surveys	CL + 2	GC34090	Prepared quarterly, forwarded to State Board of Corrections
Licenses	CU + 2	GC34090	
Bicycle			
Bingo, Mace	CU + 2	GC34090	
Business	T + 1	GC34090	
License Review Board			
Administrative Files			
Duplicate (Pink),	CU + 2	GC34090	Original to licensee, Blue duplicate to DOJ; Pink duplicate retained by agency; renewals issued annually by local agency
Secondhand			
Dealer,			
Pawn Brokers			
Logs	S		
Auto Theft			
Case	CU + 1		
Assignment			
Daily Activity	CU + 2	GC34090	
Officer	CU + 2	GC34090	Daily activity of incidents not reported by use of official report
Report Summary	CU + 2	GC34090	Report numbers, type, names, dates retained for research value
Investigative (Pre-Arrest)	CL + 10	GC34090	Retained by division until cases are suspended and closed
Juvenile Detention	CU + 2	GC34090	Logs document juvenile processing per CYA
Property Control	CU + 2	GC34090	Logs items coming into and going out of property room
Rap Sheet	CL + 2	GC34090	Requests for criminal history
Subpoena	CU + 2	GC34090	Subpoenas received/served daily
Pawn Slips/Tickets	CU + 3	B & P 21628	
Photographs			Crime Scene, Registrant/Applicant, Photo file, Accident. Retain according to practical and functional association.
Daily Report (Negatives)	T	GC34090	Assigned DR number, retained as form of evidence, destroyed at same time evidence for associated case is destroyed
Inmates (Negatives)	CU + 20		By Prisoner number

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Registration Files, Arson, Sex and Narcotics	Life of registrant within juris- diction		Fingerprint Card, photo, information also forwarded to DOJ
Arrest/Conviction H&S Section 11357 (b), (c), (d), (e) or H&S Section 11360 (b) violations (Occurring after January 1, 1996)	2 (Man- datory destruc- tion from date of convic-tion or date of arrest with no convic- tion)	H&S 11361.5	Applicable to convictions occurring after January 1, 1996 or arrests not followed by a conviction occurring after January 1, 1996; Exception: H&S 11357(e), the record shall be retained until a juvenile offender attains the age of 18 years, then destroyed pursuant to 11361.5
Arrest/Conviction H&S Section 11357(b), (c), (d), (e) or H&S Section 11360 (b) violations (Occurring before January 1, 1996)	Man-datory Destruc- tion (Upon notice from Depart- ment of Justice)	H&S 11361.5 (c)	Applicable to convictions occurring prior to January 1, 1996 or arrests not followed by a conviction occurring prior to January 1, 1996 for violations of H&S Code 11357, 11364, 11365 and 11550
Crime Felony Crimes With Or Without Arrests	See descriptor	PC 800 PC 801	Prosecution for an offense punishable by imprisonment in state prison for eight years or more must commence within 6 years after offense commission. Commencement of prosecution defined in PC 804. Exception: See PC 803 - Tolling/Extension of time periods; Appeals process and "Three Strikes" also considerations in assigning retention.
Misdemeanor/ Infractions	CL + 2	GC34090	No arrests, identifiable property or missing persons (See: Note 1)
Supplemental Felony Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	PC 799	No statutory limitation for prosecution. Includes Murder, kidnapping for ransom, treason, procuring execution by perjury, train wrecking, assault with a deadly weapon by a life-term prisoner, bombing resulting in death or bodily injury, making defective war materials that cause death
Destruction Guns	P		
Narcotics	P		
Disposition of Arrest/Court Action			Retention determined by action taken; i.e., recordable arrest or detention (released no arrest)
False Alarm (Duplicate)	CU + 2	GC34090	
Non-Criminal Occurrences	CU + 2	GC34090	Injured or sick persons; missing persons where person has been returned; traffic collision reports not used as the basis for criminal charges

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Property Original	Until case is adjudicated/disposition determined		Copy retained in records case file; Refer to Managing Property in Law Enforcement Agencies (By POST)
Range Inventory	S + 2	GC34090	Quarterly reports of inventories of weapons and ammunition held by Department Range
Reports	CU + 2	GC34090	Arrest & Citation Register; Arson Offenses; Crimes Against Senior Citizens; Death in Custody; Domestic Violence; FBI Include Return A/Supp; Hate Crime Incidents; Homicide Reports, Supp.; Officers Killed or Assaulted; Original to FBI - DOJ; Uniform Crime Reports
Statistical (Crime Analysis)	CU + 2	GC34090	Internally generated information using activity logs, citizen calls, current and past crime statistic reports, finance dept expenditure and budget records; citations, crime reports, accident reports, permits, receipts. Reports created for variety of purposes including increases/decreases in criminal activity; officer workload, deployment, time usage
Statistical (UCR), Uniform Crime Reports Mandatory to DOJ (LEIC); FBI Include Return A/Supplement; Supplementary Homicide Report; Law Enforcement Officers Killed or Assaulted; Monthly Return of Arson Offenses Known to Law Enforcement; Number of Violent Crimes Committed Against Senior Citizens; Monthly Report of Domestic violence Related Calls for Assistance; Monthly Arrest and Citation Register; Monthly Hate Crimes Incidents; Death In Custody Reporting.	CU + 2	GC34090	Originals sent to FBI, DOJ
Research Project Files	CL + 2	GC34090	May include request forms, background materials, staff reports, final project reports and supporting data

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Sealed Adult Found Factually Innocent	Manda-tory Destruc- tion Upon and Pursu- ant to Court Order	PC 851.8	General provision: Upon petition, records of agency must be sealed and destroyed in accordance with the provisions set by court record; exceptions.
Juvenile	Manda-tory Destruc- tion upon and pursu- ant to court order	WIC 826 (a) & (b) WIC 781 (a)	Upon petition, local laws enforcement records within WIC 826(b) may be destroyed as ordered by the court, if related probation and juvenile court records have been destroyed by the probation officer. Records involving arrests, detention and/or petitioning juvenile before juvenile court
Subpoenas (Duplicate)	CU + 2	GC34090	
Tapes Audio, Telephone and Radio Communications	CU + 180 days	GC34090.6	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
Surveillance/Se- curity Video (Jail)	CU + 13 mos.	GC34090.6	
Use of Force Supervisory Review Files	CU + 2	GC34090	Includes review forms, arrest report copies, logs
Warrants Felony	Recall after 10 years. Excep-tion: Murder/ Escape		Recommended by the California Law Enforcement Warrant Officer's Association
Misdemeanor Criminal	Recall after 5 years		Recommended by the California Law Enforcement Warrant Officer's Association
Served	CU		Includes Warrant Service Information Card, alpha index card
Unserved (Local)	Until served, recalled or purged		
PATROL			
Cards	CU + 2	GC34090	
Dispatch			
Field Interview	CL + 2	GC34090	
Citations 11357(e), Juvenile	CL + 2	11361.5 H&S	
11357b H&S, 11357c H&S, 11360b H&S Violations	CL + 2	11361.5 H&S*	*CA Admin Code, Chapter 1, Title II, Sec. 708
Cite and Release	CL + 2	GC34090	

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
California Vehicle Code Infractions (Duplicates)	CU + 90 days	GC34090	Original is forwarded to court.
Parking/Traffic, Duplicates	CU + 2	GC34090.7	Originals are forwarded to court after agency processing; includes citations electronically created
Transmittals	CU + 2	GC34090	Listing of citations forwarded to court, filed for reference
Equipment Radio Logs (Communication)	CU + 2	GC34090	Documents problems, malfunctions, resolution to provide equipment performance history
General Orders	P		
Patrol Requests (Correspondence)	CU + 2	GC34090	From citizens for patrol presence
Radar Calibration Records	T + 2	GC34090	Documentation of Radar instruments retained during use/ownership
Reports Accident	CL + 2	GC34090	Non-Jury
Traffic Collision Fatalities	P		
Vehicle Assignment Reports	S		Record of assignments
Down Reports	CU + 1		Printouts reporting which vehicles are down for repair, maintenance, etc.
Repossession/Private Impounds	CU + 2	GC34090	
Service Schedules	S	GC34090	
Vests, Bulletproof Letters	CU + 2	GC34090	Authorization to purchase
Warrants Parking	Recall after 1 year		Recommended by the California Law Enforcement Warrant Officer's Association
Traffic	Recall after 5 years		Recommended by the California Law Enforcement Warrant Officer's Association
Weapons, Database	P		Departmentally-owned weapons, personal weapons, alternate weapons, secondary handguns; produces inventory reports
SERVICES			
Chemicals/Film Inventories	S		
Equipment Inventory/Sign-out Cards- Photo Lab	T		
Operations Files - Photo Lab	T		Retain until equipment no longer owned/used by department; Manuals, instructions, procedures for use/operations of photographic equipment

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Grievance Files	CL + 2	GC34090	Grievance filed by employees, supporting documentation
Investigations, Background	CL + 2	GC34090	Non hired
Background Hired	P		Include original reports re: PC 832.5 investigations
Parades & Special Events File	CL + 2	GC34090	Reports, memos, correspondence, scripts, supplier information, assignments, deployments, supporting documentation
Permits Alcoholic Beverage Control License	L + 2	GC34090	Approval process
Concealed Weapons	CL + 2	GC34090	
Photographs Personnel	S + 2	GC34090	
Negative Log	CU + 2	GC34090	
Negatives, Misc.	CU + 2	GC34090	Not case-related (Public relations, promotions, events, ceremonies, staff photos)
Press Releases	CU + 2	GC34090	
Press, Video Programs (Community Relations)	CU + 2	GC34090	Collection of videos of programs and events; outside press coverage of department
Property Files	CU + 2	GC34090	Original reports and supplemental documentation (Lost, Found, Safekeeping)
Property, Pawn Broker/Secondhand	CU + 2	GC34090	Sales, slips. Dealer required to file duplicate with agency
Reports Dealer of Gun Sales, Duplicate	CU + 6 mos.	GC34090.7	Original maintained by DOJ. Dealer required to file duplicate with agency
Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing	CU (See descriptor)		Destroy after law enforcement actions described in PC 273.5, 273.6, 646.9, 12028.5, 13700 and Family Code Sections 6380-6383 are fulfilled and effective date of restraining order has expired.
Rosters (Divisional)	S + 2	GC34090	Personnel assigned to division.
Schedules Daily	CU + 2	GC34090	Schedules of Officers on duty
Watch Assignment/ Timekeeping Records	CU + 2	GC34090	
Speaker Requests	CU + 2	GC34090	Community and business requests for public appearances, speakers
Tests, Densitometer Results (Photo Lab)	T + 2	GC34090	Daily tests of development chemicals/processes for quality control.

PUBLIC SAFETY (CONTINUED)

Record Series	Retention	Citation	Descriptor
Training Bulletins	P		
Event Files	CU + 2	GC34090	Correspondence, brochures, promotional materials, info on speakers, guests, supporting documents
Lesson Plans, Range	CL + 15		Scope, content, time period of courses
Personnel (by name)	T + 7	GC34090	Paperwork documenting officers' internal and external training
Schedules, Range	CU + 2	GC34090	Daily, weekly, monthly schedules of training events at range
Volunteer Card Files	T + 2	GC34090	Volunteers' identification, contact information

Note 1: The destruction of felony, misdemeanor and infraction Crime/Supplemental Reports is permitted providing:


1. They do not relate to an unadjudicated arrest except for H&S 11357 or H&S 11360 violations;
2. They do not relate to unserved warrants;
3. They do not involve identifiable items which have not been recovered;
4. They do not relate to PC 290, PC 457.1, or H&S 11590 registrants;
5. They do not relate to violations listed in PC Sections 799 and 800;
6. The cases are not presently involved in either a civil or criminal litigation.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: License Agreement with Pacific Gas and Electric for an Outdoor Community Resource Center during Public Safety Power Shutoff Events at the Nick Rodriguez Community Center

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a License Agreement between the City of Antioch and Pacific Gas and Electric Company to provide an outdoor Community Resource Center (CRC) at the Nick Rodriguez Center parking lot during Public Safety Power Shutoff (PSPS) events.
2. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

There is no direct fiscal impact to the City Budget. PG&E funds all needed resources to establish a CRC as well as pays a daily fee to the City in the event the community resource center is activated.

DISCUSSION

At the Regular Meeting of August 25, 2020, the City Council of the City of Antioch passed Resolution No. 2020/132 approving an agreement with PG&E to provide an indoor community resource center at the Nick Rodriguez Community Center during public safety shutoff events.

In response to the global health emergency caused by the COVID-19 pandemic, in January 2021, the City entered into an agreement with Contra Costa County Health Services to use the Nick Rodriguez Community Center as a COVID-19 vaccine clinic. The site has primarily been used for that purpose since then and has vaccinated thousands of residents of East Contra Costa County.

In anticipation of fire season, PG&E contacted staff to prepare to open the CRC as specified in the current agreement. However, in recognition of the crucial public health

need to have the facility utilized as a vaccine clinic, PG&E has asked to instead utilize the parking lot for the CRC until the vaccine clinic closes. Currently, this is anticipated to be October 31, 2021. A new agreement has been drafted to accommodate this change in arrangement. The new agreement supersedes the current license agreement through October 31st, at which time the original agreement will resume.

ATTACHMENTS

- A. Resolution
- B. License Agreement

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC TO PROVIDE
AN OUTDOOR COMMUNITY RESOURCE CENTER DURING PUBLIC SAFETY
POWER SHUTOFF EVENTS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, the City of Antioch entered into an agreement with Pacific Gas and Electric to provide an indoor community resource center (CRC) at the Nick Rodriguez Community Center during public safety power shutoffs;

WHEREAS, due to the global health emergency caused by the COVID-19 pandemic, the Nick Rodriguez Community Center was activated as a vaccine clinic;

WHEREAS, Pacific Gas and Electric requested a new agreement to operate the community resource center outdoors while the vaccine clinic is being operated; and

WHEREAS, the City of Antioch desires to continue to offer the services provided by the community resource center during public safety power shutoff events.

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

1. Approves an agreement between the City and Pacific Gas and Electric ("Agreement") in substantially the form of Attachment B, to provide an outdoor CRC at the Nick Rodriguez Community Center during public safety power shutoff events.
2. Authorizes the City Manager to execute the Agreement subject to approval of form by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of July, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this _____ day of June, 2021 (the "**Effective Date**") by CITY OF ANTIOCH, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "PARTY" and collectively as "PARTIES".

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Nick Rodriguez Community Center, located at 213 F Street, Assessor's Parcel Number 066-054-005-5 hereinafter called the "**Property**," located in the City of Antioch, County of Contra Costa, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use of License Area. During Use Days (as defined in Section 4 below), PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event. LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and temporary fencing; parking mobile vehicle units and other vehicles. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

(a) Personnel. During Use Days PG&E shall have the exclusive right to use the License Area, up to twenty-four (24) hours per day. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. On Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E's sole cost and expense. PG&E shall provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

4. Term. This License Agreement shall be for a term of six (6) months, commencing on _____ (the "**Commencement Date**"), and expiring December 31, 2021 (the "**Termination Date**"). The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least sixty (60) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. License Fee. PG&E shall pay a license fee of Two Hundred Fifty Dollars (\$250.00) per day for each Use Day.

6. Use of License Area.

(a) As Is. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area at PG&E's expense, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise due care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area to the condition that existed prior to PG&E's entry hereunder.

(c) Water Discharge. PG&E's activities may require potable water-filled equipment, such as barrels or water barriers to weigh down tents or other equipment, or to delineate outside areas on the Property. All potable water-filled equipment shall be cleaned prior to use and filled with water from a potable water source only. Any water discharged from the water-filled equipment shall be discharged to onsite unpaved land (i.e., soil) only. PG&E and PG&E's representatives shall ensure best management practices are implemented including but not limited to ensuring water is observed for any potential sediments, trash or other contaminants; the discharge area selected is 100 feet from a water body; and the discharge is done to avoid ponding and erosion. If the water needs to be discharged to a storm drain, PG&E will obtain local stormwater agency approval. This License Agreement authorizes the discharge of potable water

from water-filled equipment on to the Property, subject to the limitations described above. PG&E shall notify LICENSOR if water discharge is necessary.

(d) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(e) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(f) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall, at PG&E sole cost and expense, diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

7. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

8. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

9. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure for PG&E's activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

10. Prior License. During the term of this License Agreement through October 31, 2021, this License Agreement shall supersede and replace in its entirety that certain License Agreement dated September 2, 2020 between Licensor and PG&E ("**Prior License**"). For avoidance of doubt, PG&E shall not have no rights to use the License Area designated in the Prior

License until November 1, 2021. Following November 1, 2021, PG&E shall have the option to exercise its use rights under this License Agreement and under the Prior License, or terminate this License Agreement in accordance with Section 4, above.

11. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes

the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

CITY OF ANTIOCH, an incorporated city in
the State of California

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

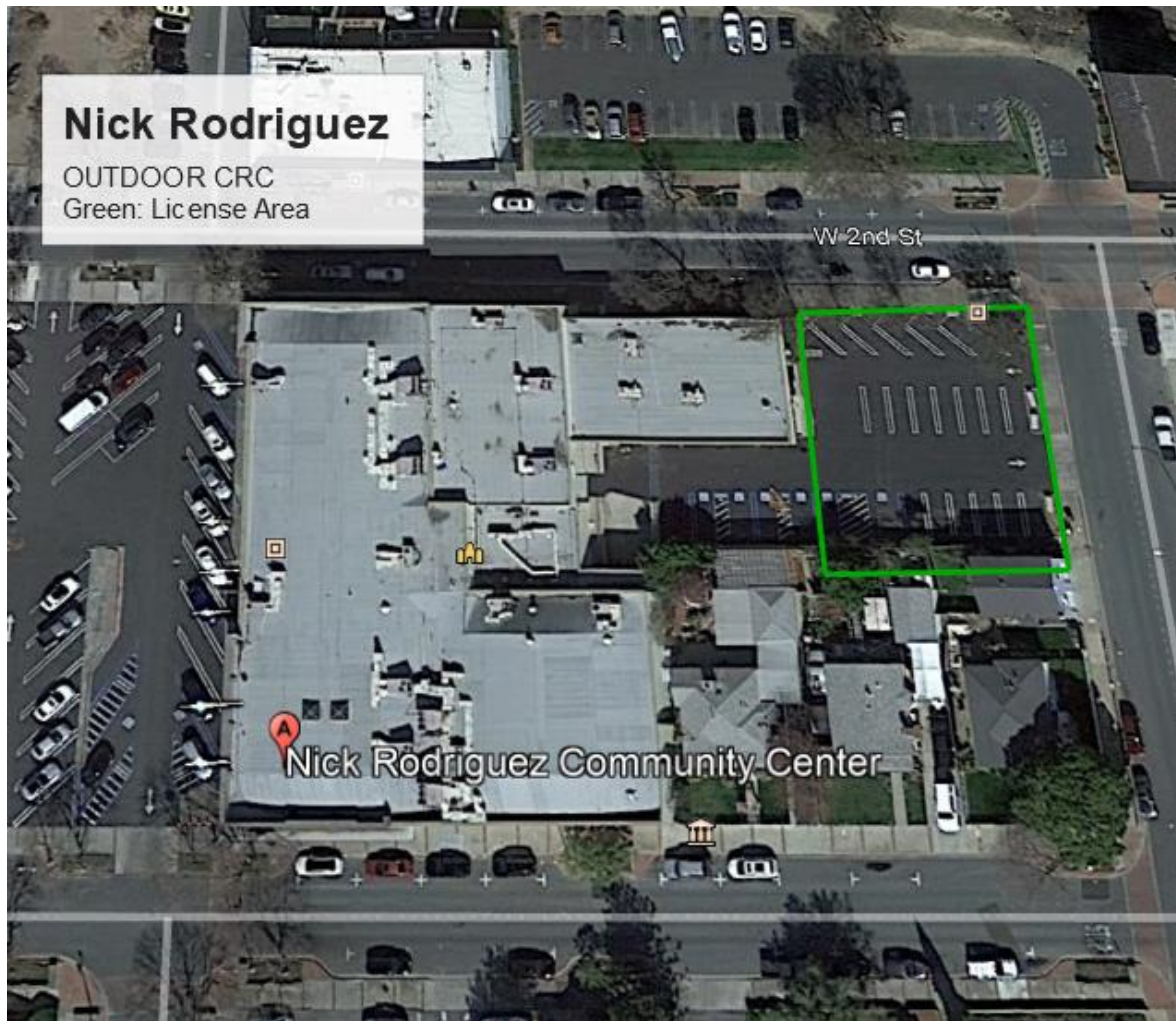


EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to Bradley Helfenberger at the following:

Email address: bhelfenberger@antiochca.gov Phone Number: 925-779-7078

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Monserrat Cabral Phone: 732-213-8582

Mike Bechtholdt Phone: 925-813-2965

Carlos Zepeda Phone: 925-382-6261

John Samuelson Phone: 916-873-6403

Weekends and After Hours: _____

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton 925-655-7085 at the following email address: Jessica.Melton@pge.com, cc'ing CRCHelp@pge.com.

EXHIBIT C



EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

April 1, 2021

Issued to: Whom it May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use property for the purposes of establishing and operating a Community Resource Center in the case of a Public Safety Power Shutoff Event (PSPS).

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$10,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E.

A handwritten signature in black ink that reads "Stephen J. Cairns".

Stephen Cairns
Vice President and Chief Audit Officer





CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager 

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022 (P.W. 507-18)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive, and responsible bidder, MG and JC Concrete;
2. Approving an Agreement with MG and JC Concrete in the amount of \$323,950 in substantially the form attached as "Attachment C"; and
3. Authorizing the City Manager to execute the Agreement with MG and JC Concrete for a total amount of \$323,950.

FISCAL IMPACT

The fiscal year 2021/22 Capital Improvement Budget includes \$150,000 from the Gas Tax Fund, \$150,000 from the Sewer Enterprise Fund and \$150,000 from the Water Enterprise Fund for a total of \$450,000 for the Project.

DISCUSSION

On July 6, 2021, six (6) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by MG and JC Concrete of Vacaville in the amount of \$323,950. The bids have been checked and found to be without errors or omissions.

This project will consist of removing and replacing existing uneven, damaged and/or deteriorated concrete curb, gutter, sidewalk, driveway and valley gutter sections and other miscellaneous concrete work, including the installation of texture colored concrete, constructing concrete curb ramps, and modifying existing storm drain catch basins. Tree removal, stump grinding, and root pruning will also be performed on an as needed basis.

ATTACHMENTS

- A: Resolution
- B: Bid Tabulation
- C: Construction Agreement

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE
REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB
RAMPS AT MISCELLANEOUS LOCATIONS 2021/22 AGREEMENT, APPROVING A
CONSTRUCTION AGREEMENT WITH MG AND JC CONCRETE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
P.W. 507-18**

WHEREAS, the Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/22 ("Project") was published and advertised in the East County Times on June 4, 2021 and June 7, 2021 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on July 6, 2021, six (6) bids were received for the Project;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, MG and JC Concrete; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with MG and JC Concrete for a total amount of \$323,950.

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

1. Awards the construction agreement ("Agreement") for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/22 ("Project") to the lowest responsive and responsible bidder, MG and JC Concrete;
2. Approves an Agreement with MG and JC Concrete for a total amount of \$323,950 in substantially the form attached as "Attachment C" to the staff report; and
3. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2021/**

July 27, 2021

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 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2021-2022
(P.W. 507-18)

BIDS OPENED: July 6, 2021 ~ 2:00 p.m.
Parking Lot Directly South of City Hall

	Engineer's Estimate	MG & JC Concrete Vacaville	MCE Corporation Concord	Anchor Concrete Antioch	Kerex Engineering Pleasant Hill	Joe's Landscaping & Concrete Newman
TOTAL BID PRICE	\$400,000.00	\$323,950.00	\$347,250.00	\$355,100.00	\$380,100.00	\$388,000.00

LIST OF SUBCONTRACTORS

<i>MG & JC Concrete</i>	<i>MCE Corporation</i>	<i>Anchor Concrete</i>	<i>Kerex Engineering, Inc.</i>	<i>Joe's Landscaping & Concrete</i>
<u>None</u>	<u>Traffic Control</u> Bay Area Traffic	<u>None</u>	<u>None</u>	<u>None</u>

ATTACHMENT "B"

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2021-2022
(P.W. 507-18)

BIDS OPENED: July 6, 2021 ~ 2:00 p.m.
Parking Lot Directly South of City Hall

	Engineer's Estimate	JJR Construction, Inc. San Mateo				
TOTAL BID PRICE	\$400,000.00	\$439,625.00				

LIST OF SUBCONTRACTORS (CONTINUED)

JJR Construction, Inc.				
<u>None Listed</u> Del Secco Diamond Core & Saw, Inc.				

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ATTACHMENT "C"

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July, 2021, by and between MG & JC CONCRETE, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 507-18**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one (1) year from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Three hundred twenty-three thousand, nine hundred fifty dollars (\$323,950.00)** payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES FOR
CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL &
STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS
AT MISCELLANEOUS LOCATIONS 2021-2022
(P.W. 507-18)**

Item No.	Unit	Description	Unit Price	Extended Amount
1.	LF	Remove and Replace Concrete Curb and Gutter, complete in place for the unit price per lineal foot.....	\$87.00	\$87,000.00
2.	SF	Remove and Replace Concrete Sidewalk, complete in place for the unit price per square foot.....	\$23.50	\$129,250.00
3.	SF	Remove and Replace Concrete Driveway Approach, complete in place for the unit price per square foot.....	\$26.00	\$18,200.00
4.	SF	Construct Concrete Curb Ramp, complete in place for the unit price per square foot.....	\$45.00	\$49,500.00
5.	SF	Remove and Replace Concrete Valley Gutter, complete in place for the unit price per square foot.....	\$26.00	\$13,000.00
6.	EA	Modify Storm Drain Catch Basin Top, complete in place for the unit price per each.....	\$1,300.00	\$5,200.00
7.	SF	Install Stamped Colored Concrete, complete in place for the unit price per square foot	\$35.00	\$14,000.00
8.	IN	Tree Removal with Stump Grinding, complete in place for the unit price per inch tree circumference.....	\$6.00	\$7,800.00
TOTAL BID PRICE			\$323,950.00	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Public Works Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (N/A)
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: MG & JC Concrete, Inc.
Miguel Gonzalez
401 Buckeye Street
Vacaville, CA 95688

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

MG & JC CONCRETE, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney


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CITY OF
ANTIOCH
CALIFORNIA


STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Junming Li, Assistant Engineer 

REVIEWED BY: Scott Buenting, Project Manager 

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: First Amendment to the Design Consultant Services Agreement with BKF Engineers for the L Street Improvements Project (P.W. 234-15)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a first amendment to the Design Consultant Services Agreement with BKF Engineers for professional design services for the L Street Improvements Project in the amount of \$1,743,290 for a total contract amount of \$1,794,840; and
2. Authorizing the City Manager to execute the first amendment.

FISCAL IMPACTS

Adoption of this resolution will increase the agreement with BKF Engineers ("BKF") by \$1,743,290 for a total contract amount of \$1,794,840. The fiscal year 2021/22 Capital Improvement Budget includes adequate funding through the Road Maintenance and Rehabilitation Account ("RMRA") Fund for work related to the L Street Improvements Project ("Project").

DISCUSSION

On December 18, 2019, staff contacted sixteen (16) firms requesting qualifications for design services related to the beautification and access improvements on the L Street corridor between Highway 4 and the Antioch Marina.

On January 24, 2020, qualifications were received from BKF, Bellecci and Associates and Wood Rodgers. Based on the content of the qualifications and discussions each firm had with the City and outside consulting staff, BKF was selected as the most qualified firm to provide the services required for this project.

On July 28, 2020, the City Council awarded a contract to BKF. Due to significant ranges of project design costs associated with various roadway configurations, the scope of this contract was limited to performing preliminary traffic and parking studies and development of roadway geometry options in the amount of \$51,550.

On May 25, 2021, the City Council, as part of the presentation of the 2021-2026 Capital Improvement Program, approved the conceptual roadway geometry and proposed lane configuration. Staff is recommending amending BKF's Agreement to provide further services that include providing additional traffic and parking studies, utility undergrounding support services, project design documents, landscaping design, surveying, geotechnical investigations, environmental clearance, right-of way services, grant assistance, and outside agency coordination.

ATTACHMENTS

- A. Resolution
- B. Amendment No. 1 to the Agreement with BKF Engineers
- C. Original Agreement with BKF Engineers dated July 28, 2020

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A FIRST AMENDMENT TO THE DESIGN CONSULTANT SERVICES
AGREEMENT WITH BKF ENGINEERS FOR THE L STREET IMPROVEMENTS
PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT
P.W. 234-15**

WHEREAS, on July 28, 2020, City and BKF Engineers ("BKF"), entered into an Agreement for Professional Design Consultant Services for the L Street Improvements Project ("Project") in the amount of \$51,550; and

WHEREAS, the City has considered approving a first amendment to the Design Consultant Services Agreement with BKF for the Project in the amount of \$1,743,290 for a total contract amount of \$1,794,840 for additional design services and authorizing the City Manager to execute the first amendment.

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

1. Approves a first amendment to the Design Consultant Services Agreement with BKF Engineers for professional design services for the L Street Improvements Project in the amount of \$1,743,290 for a total contract amount of \$1,794,840, in substantially the form attached as Attachment B to the staff report; and
2. Authorizes the City Manager to execute the first amendment in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR THE L STREET IMPROVEMENTS PROJECT P.W. 234-15

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 27th day of July 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and BKF ENGINEEERS, their address is 4670 Willow Road, Suite 250, Pleasanton, CA 94588 ("Consultant").

RECITALS

WHEREAS, on July 28, 2020, City and BKF Engineers, entered into an Agreement for Professional Design Consultant Services for the L Street Improvements Project ("Agreement") in the amount of \$51,550.00;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A and Exhibit B to Amendment No. 1, of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

2. Section 1.1 "Term of Services" shall be amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2022**, and Consultant shall complete the work described in Exhibit A to the Agreement and Exhibit A and Exhibit B to Amendment No. 1, of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

3. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed **\$1,794,840.00**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

BKF ENGINEERS

By: _____
Rowland E. Bernal, Jr.
City Manager

By: _____
Gordon Sweet
Principal, V.P.

ATTEST:

Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"



3. SCOPE OF WORK

BKF Engineers (BKF) has reviewed the Project Description in the City of Antioch's (City) RFP for the L Street Bikeway and Landscaping Improvement Project (Project) and is pleased to provide the following comprehensive scope of work associated with delivering the PS&E for the City's Project. BKF has assumed the following to prepare the scope of work outlined in this proposal:

- Proposed improvements north of 10th Street will be limited to signing/stripping and landscaping treatments unless noted otherwise.
- Roadway widening from two to three lanes between 10th and 18th Streets. BKF assumes the easterly curb line will remain fixed and all widening will occur to the west, adjacent to the County property, which has a reserved/dedicated easement for the future widening/build out conditions of L Street.
- Intersection and traffic signal modifications at 10th and 18th Streets. BKF assumes intersection adjustments and roadway realignment/widening will be required to accommodate the traffic lane/bike lane improvements, as well as a right turn pocket at the NB approach to the 18th Street intersection. BKF assumes this right-turn pocket will conform to the existing roadway without any impacts to UPRR R/W.
- Existing sidewalks and curb lines along L Street between 18th Street and Sycamore will remain in-place with the exception of the right-turn pocket modification noted above. At this time, proposed improvements along this segment will be limited to signing/stripping revisions and minimal landscaping treatments where the existing cross-section allows. The existing traffic signal at Sycamore will remain in-place.
- Median improvements to include roadway enhancements are currently assumed between Sycamore and SR 4. The BKF Team will evaluate potential gateway concepts along this segment during the conceptual design phase for the City's evaluation, however, final design of these features are not scoped due to current unknowns.
- Right of way requirements, to support the proposed improvements, are isolated to the Car dealership at the SW corner of the 10th Street intersection. We understand that the City has pre-existing rights or easement, to support proposed widening on County property. BKF assumes a Phase I and II Initial Site Assessment (ISA) will be required for the right of way acquisition of the car dealership and has identified this as a reimbursable fee in our proposal. The fee quoted assumes the property does not have a history of on-site hazardous materials (underground tanks) and therefore no extensive testing is required.
- 12" water line installation required between 10th and 18th Streets.
- 10" sanitary sewer line installation required between Sycamore and SR 4/Claudia Ct. Pump station designs are excluded.
- Rule 20 relocations will proceed separate and in parallel to the proposed scope of work contained within this proposal.
- Roadway widening between 10th and 18th Street assumes the incorporation of green infrastructure along the west side of the roadway, or within the median, between the SB travel lanes and sidewalk. The green infrastructure design assumes deepened curbs that need structural designs are not required.
- Parking along the segment between Sycamore and Lemontree will be removed in order to accommodate new Class II bike lanes. Along this segment, minor median modifications for landscaping can occur where the median width is large enough. BKF assumes that the existing curb lines and sidewalks will remain in-place. BKF understands the City would like to enhance the aesthetics along this segment by potentially installing soundwalls with aesthetic treatments. Doing so will be challenging, but additional information is needed before the feasibility of this proposal can be assessed.

TASK 1: PROJECT MANAGEMENT

BKF's Project Manager will be responsible for managing the BKF team, providing the resources to complete the job, monitoring and updating the Project budget and schedule, implementing a quality assurance/quality control program and communicating regularly with the City and Project stakeholders.



3. SCOPE OF WORK

BKF will provide project management services for each task for the entire duration of the projects. BKF's Project Manager will be responsible for ensuring that the project tasks are completed in a timely manner to the satisfaction of the City and will use the following management activities to facilitate the Project objectives:

1.1 General Project Management – Throughout the duration of the Project, BKF's Project Manager, Jaggi Bhandal, will provide the general project administration and coordinate the design and approval process with the appropriate local, regional, state, and/or federal jurisdictions and stakeholders. Having the entire BKF resources available to him, Jaggi will be responsible for and be able to effectively manage the Project team, providing the resources to complete the job, monitoring and updating the Project budget and schedule, implementing a quality assurance/quality control program and communicating regularly with the City and stakeholders.

Jaggi will provide project management services for each task for the entire duration of the Project. He will be responsible for ensuring that the Project tasks are completed in a timely manner and will use the following management activities to facilitate the Project objectives:

1.2 Monthly Status Meetings – Jaggi will set up and run Monthly Status Meetings with the City on a monthly basis or as needed depending on Project activity. We are currently estimating that 20 monthly status meetings will be conducted. We will discuss the Project progress, issues which may affect the Project schedule and budget, and any other agenda items that the City may request for discussion. Agendas, action logs, updated Project schedules and meeting minutes will be prepared and distributed. We will maintain continuous communication with the City and be continually available to the City as needed to ensure the City's goals are being met. BKF will act as strategic counsel by flagging issues, providing recommended solutions for discussion and implementing the accepted action.

1.3 Project Team Coordination – BKF will lead the BKF team throughout the duration of the Project. We will ensure that the work is well coordinated and progressed based on the Project schedule and commitments. Having led several large project teams and worked with our BKF team for over 20 years on similar projects, our team success expectation is high and BKF will ensure that this is maintained through the Project duration.

1.4 Monitor Design for Conformance to Standards, Policies and Procedures – The standards and guidelines that will be adhered to for the Project both within and outside of varied jurisdictions will be confirmed with the City at the Project initiation. The BKF team is familiar with the local, State, federal and railway standards and requirements. Jaggi with the assistance of Carmelo Cecilio, Quality Assurance/Quality Control Manager and Jaggi will work together to ensure that these standards are incorporated. Carmelo will supervise, coordinate, monitor and review the Project for conformance with the applicable standards, policies and procedures throughout the Project duration.

1.5 Project CMP Schedule – For Project tracking of progress, BKF will prepare and maintain a comprehensive CPM schedule reflective of the scope and work plan for the Project using Microsoft Project software. The schedule will show relationships between tasks and identify the work responsibilities of the BKF team, City and any other stakeholders. The Project schedule will include key milestones and agency review periods and updated at a minimum on a monthly basis for distribution at the coordination meetings.

1.6 Monthly Invoices and Progress Status Reports – BKF will prepare monthly progress reports with our invoices. The report will include: (1) work accomplished during the reporting period, (2) work anticipated during the next reporting period, (3) issues, and (4) progress schedule.

TASK 1- DELIVERABLES:

- Kickoff Meeting Agenda and Minutes
- Monthly Status Meeting Agenda, Schedule and Minutes
- CMP Schedule
- Monthly Invoices and Progress Status Reports



3. SCOPE OF WORK

TASK 2 – PRELIMINARY INVESTIGATIONS

After the initial meeting with the City, BKF will perform site investigations and review all available documentation. We will conduct preliminary investigations and verify right of way and utility locations. This task will consist of compiling, reviewing existing data pertinent to the Project and necessary to verify the Project's criteria and scope. Also included are planning phase activities, identifying needed supplemental information, performing field survey work, conducting site visits, obtaining information and requirements related to utility disposition and right of way conditions and providing geotechnical criteria and recommendations based on field investigations. BKF activities will include the following during this task:

2.1 Data Collection and Review – BKF will obtain and review available data and information necessary for the design of the Project. This information may be obtained from the City, utility companies, or other stakeholders. BKF will compile available pavement condition index, right of way record maps, title reports, utility occupation drawings, block maps, and third party utility as-built information of record to supplement the topographic base sheets and begin the utility verification process. Data to be reviewed includes the following:

- As-built plans
- Previous report(s) or documents related to the Project area
- Utility information
- Right of way information



2.2 Site Visits – In addition to obtaining existing information, information will be gathered via site visits by the BKF team. In this manner notable features can be highlighted and information obtained via data collection can be verified in the field for accuracy. BKF will visit L Street to document areas of distress, damage to curbs and gutters, conflicts with accessibility, and locations of existing utilities. BKF will evaluate the following.

- Existing pavement condition
- Existing curb and gutter and concrete apron condition
- Location of non-compliant ramps and accessible parking
- Location of existing utility boxes, poles and signal equipment
- Back of walk conforms for curb ramp replacement and sidewalk construction

2.3 Supplemental Survey – BKF will perform a field survey to supplement the aerial mapping and confirm the existing conditions requiring verification for the Project. This may include confirmation of existing features near the right of way or parcel lines that may create obstructions or limit the Project improvements.

2.4 Utility Base Mapping – BKF will perform utility research to map the existing utilities. All gathered utility information will be compiled and used to provide comprehensive Project base sheets. This level of effort will minimize construction costs and ensure the correct placement of the proposed improvements.

2.5 Project Base Sheets – Given the length of the Project and how inexpensively information can be obtained via aerial photogrammetry, BKF recommends that photogrammetric mapping be performed along the Project corridor. The photogrammetric mapping will be used as Project base sheets and accompanied with a Civil 3D surface to enhance the existing conditions information. The photogrammetric mapping will show existing site conditions of the Project area at a 20 scale with a 1 foot contour interval. Existing features such as fences, driveways, curb and gutter, sidewalks, buildings, structures, spot elevations, parking, roadway stripping, signage, walls, and visible surface structures for utilities will be shown as they exist today.

The supplemental survey and information obtained from site visit and data collected will be incorporated





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into the base sheets to provide a complete existing base and form a clear background to be used for the development of the geometry and striping and assessment of the constraints and issues.

2.6 Geotechnical Investigations – The Project scope for the geotechnical investigations includes the following major elements:

- Pavement widening from 10th Street to approximately 18th Street (about 2000 feet), no widening is proposed from the Marina Launch area to 10th Street, or south of 18th Street
- Retaining wall on the west side of the street from south of 10th Street (in front of the County racetrack) to north of 18th Street (about 1850' cut and fill wall)



Parikh Consultants Inc. (PCI) will perform the pavement condition assessment and evaluation to provide recommendations for the rehabilitation of the roadway. Deflection testing is not proposed for this work but could be conducted as an optional item. For the pavement evaluation, a design-based pavement section will be provided using the R-value and the Traffic Index. Additional investigations will be required along the County Fairgrounds parcel. In general, the scope of work will include:

Field Investigations

Field work will include collecting 5 R value samples from the roadway widening portion. Pavement cores will be collected from existing pavement areas (5) that may require rehabilitation. Sections that are in reasonable condition and not requiring a new overlay will be only candidates for striping.

Retaining walls will be investigated and design recommendations will be provided for the walls along the County Fairgrounds (fill). Borings will be drilled at about 300' interval for the walls. A total of 6 borings maybe required for the retaining walls to a depth of 30'. Traffic control may be required for the work as specified in the no fee permit from the City.

Testing and Analysis

Laboratory tests will include strength tests, gradation, Plasticity Index, R-value and general classifications.

Geotechnical Report and Recommendations

The report will include pavement design for the roadway widening section and overlay recommendations based on new pavement section design for the deteriorated pavement areas. If deflection testing is requested a subconsultant will be retained to provide overlay recommendations based on performance testing.

TASK 2-DELIVERABLES:

- Project base sheets
- Draft and Final Geotechnical Report

TASK 3 – ENVIRONMENTAL CLEARANCE

With the completion of the preliminary investigation phase, BKF will develop the preliminary plans specified as the initial work in *Task 4 Plans, Specifications and Estimate*. Upon obtaining the City's concurrence on the Project layout, striping and general design features, the Environmental work can proceed accordingly:

3.1 Preparation of Preliminary Environmental Study (PES) Form –It is assumed that the Project will utilize federal grant funds, therefore compliance with the NEPA and related federal statutes will be required. **David J. Powers & Associates (DJP&A)** will undertake the required studies, following the Caltrans Office of Local Assistance procedures and utilizing the formats published on the Caltrans Standard Environmental Reference (SER) website. DJP&A will prepare the Caltrans' Preliminary Environmental Study (PES) form. The PES form will include a visual impact assessment questionnaire, USFWS list of federally listed species, Federal



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Emergency Management Agency (FEMA) floodplain map, and hazardous materials database mapping. DJP&A will work with the City and the BKF team to develop a project description for submittal to Caltrans.

3.2 Field Review Meeting – After preparation of the PES form, BKF and DJP&A will attend one formal Caltrans Field Review Meeting for the Project. Caltrans will use the field meeting to review and provide comments to the PES form and to finalize the technical memos required for the environmental clearance.

3.3 Technical Memos and Studies – Based on our recent experience working on Caltrans District Local Assistance (DLA) Projects in the greater Bay Area, DJP&A believes Caltrans will require the preparation of the following technical memos for the Project:

- **Air Quality Study – Illingworth & Rodkin, Inc.**
- Archaeological Survey Report/Historic Properties Survey Report – A/HC
- Biological Resources Evaluation Memo – WRA, Inc.
- **Community Impact Assessment Memo – DJP&A**
- Equipment Staging Memo
- Floodplain Summary Memo
- Initial Site Assessment
- **Noise Study Report – Illingworth & Rodkin, Inc.**
- Section 4(f) Memo
- Visual Impact Assessment Memo
- Water Quality Memo (Construction BMPs)
- Traffic Memo – see Task 11

The memos will be prepared based on Caltrans' Standard Environmental Reference (SER) and submitted to the City for their review. DJP&A will revise the memos and submit to Caltrans DLA. Based upon review comments by Caltrans, DJP&A, with concurrence from the City, will revise the memos for resubmittal to Caltrans. This scope assumes the Project is exempt and any built environment resources affected by the Project can be screened under the Section 106 Programmatic Agreement.

3.4 NEPA Environmental Clearance Document – After the memos are deemed complete by Caltrans, they will issue the NEPA Categorical Exclusion (CE) for use by the City in obtaining federal funding. We believe that the project will qualify as a Categorical Exclusion under NEPA (23 CFR 771.117 (c) (23); Federally funded projects receiving less than \$5 million and does not exceed 15% of overall funding.). DJP&A will assist Caltrans with preparation of the NEPA CE Checklist, if requested. In the event the federal funding for the project exceeds \$5 million or 15% of overall funding, a NEPA Environmental Assessment (EA) is anticipated to be required. Additional scope and fee, excluded from this proposal, will be required for the BKF Team to complete the NEPA EA. Also, please note that there may be schedule impacts due to the more involved EA document.

3.5 CEQA Environmental Clearance Document – The proposed L Street Widening, Bikeway, and Landscaping Improvements Projects, would require preparation of a CEQA Initial Study and Mitigated Negative Declaration. CEQA specifically excludes roadway widening from the Class 1 Categorical Exemption for Existing Facilities. DJP&A will prepare an Initial Study for the project and submit it to City staff for two rounds of review. DJP&A will also submit the MND and Mitigation Monitoring and Reporting Program (MMRP) with the second submittal of the Initial Study. Following City review, the Initial Study will be circulated for a 30-day public review period. A Notice of Intent to Adopt a Mitigated Negative Declaration will be posted with the Contra Costa County Clerk's office. This scope assumes all filing fees with the County Clerk's office will not exceed \$2,500 and that DJP&A will file notices with the County. The City will be responsible for all newspaper postings and any required signage along the project corridor.

3.6 CEQA Categorical Exemption for Rule 20 Utility Undergrounding – This scope assumes any utility undergrounding would qualify for a Class 1 Categorical Exemption for Existing Facilities. DJP&A



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would prepare a separate Categorical Exemption for City review and subsequently finalize and file the Notice of Exemption with the Contra Costa County Clerk. This scope assumes the undergrounding would occur within the existing disturbed right-of-way and no known sensitive resources are present.

TASK 3-DELIVERABLES:

- PES Form
- Technical Studies
- Categorical Exclusion
- Initial Study/Mitigated Negative Declaration
- Notice of Intent to Adopt an MND
- Mitigation Monitoring and Reporting Program
- Notice of Determination
- Notice of Exemption for Rule 20 Undergrounding

TASK 4 – PLANS, SPECIFICATIONS AND ESTIMATE

With the completion of the preliminary investigations, BKF will initiate the final design work with the 35% submittal to support and begin the Environmental work and stakeholder coordination. BKF's goal during this phase will be to prioritize the development of a concept plan that accurately illustrates the proposed project footprint to ensure the traffic operational and corridor needs are met. There are several unknowns at this stage in the project, so BKF has made several assumptions regarding the final design components, especially related to the segment between Sycamore and SR 4 such as maintaining parking and not acquiring additional right of way along this segment. If major changes such as a roadway diet along this stretch are determined during the development of the concept plan, then BKF will need to modify the scope of work for final design (including other scope items, i.e. CEQA and NEPA clearance, in this proposal) to reflect these revisions.

- 4.1 35% Submittal** – BKF will illustrate this work with Project layout concept plans identifying the roadway geometrics, striping plan and limits of major components of work such as retaining walls, undergrounding traffic signal modifications and landscaping. The Project layout concept plans will be submitted to the City for review and concurrence. Upon incorporating City comments, the revised layout concept plan can be used to initiate meetings with Caltrans District Local Assistance, and utility providers affected by undergrounding. This is valuable to move the Project schedule forward. In parallel to initiating the required stakeholder discussions, the BKF team will further develop the Project layout concept plans for a 35% submittal which will become the backbone of future design submittal. The BKF team will prepare, coordinate and submit the following design plans in AutoCAD format:

Cover Sheet: will be prepared to provide an overview of the Project limits and an index of sheets.

Typical Sections: will be prepared at select locations to show roadway modifications based on the surveyed information and performed site visits.

Demolition Plan: BKF will evaluate the existing facilities impacted by the proposed improvements. The evaluation will include existing conditions, unusual/special conditions and adjustments of utilities conflicting with the proposed work, right of way needs, and potential permits. BKF will identify curb ramps to be reconstructed and those to be protected in place, drainage facilities and all utilities (e.g. water, sewer, gas, electric, cable TV, telephone, valves, boxes, and service connections) on 20-scale plan sheets. BKF anticipates only minor utility impacts and adjustments for this Project. BKF will provide approximate relocation requirements to the City for coordination with the appropriate utility owners.

Layout Plan: will be updated on 20-scale plan sheets. Plan sheets will include basic horizontal layout information and identify all major construction features including areas of reconstruction and conform limits, curb ramp reconstruction and intersection conforms. The layout plans will also show proposed



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areas for permanent stormwater treatment within the City's right of way.

Striping Plan: BKF will work with the City to confirm the revised striping for L Street to accommodate the bikeway. On-street parking striping will be shown on the plans and any loss of parking will be identified for the environmental evaluation. Plans will be prepared on 40-scale and will delineate the proposed striping.

Landscaping Concept Plans: **Gates + Associates (Gates)** will prepare illustrative plans identifying areas of landscaping, potential types of landscaping and plant palette images. We assume the development of up to 3 different concepts during this phase and assume the following:

- Pocket parks along west side of L Street between 4th and 7th Streets
- Pedestrian level lighting, landscaping and irrigation (compatible with C.3 green infrastructure requirements), along the segment between 10th and 18th Street. See assumptions regarding lighting design in Task 4.2 under 65% design.
- Gateway features within the existing median between Sycamore and SR 4. Other improvements outside of the median will be evaluated during Task 4.1, i.e. gateway arches, signs, etc., but are not included within the final design efforts that follow in Task 4. The BKF Team currently assumes median improvements along this segment will be completed in final design for Task 4 outlined below. Work beyond median modifications will require additional efforts beyond the scope noted below.

In support of the 35% design plans, the following will be provided with the submission:

Specifications: A technical specifications outline and table of contents will be developed to complement the 35% plans.

Construction Cost Estimate: BKF will prepare a preliminary cost estimate to ensure that the magnitude of cost corresponds to the Project budget. Should the scope exceed the budget, we will conduct an assessment of opportunities to minimize costs to align with budgetary constraints.

4.2 65% PS&E Submittal – For the 65% submittal, the BKF team will solidify the design elements and complete the development of plans and specifications to address all components of the Project. Based on the City's review of the 35% PS&E, the plan sheets previously prepared will be updated and completed. For the 65% submittal, the following plan sheets will be added to complete the PS&E design:

General Notes Sheet: will include all city standard project notes and special notes pertinent to the Project.

Project Control Sheet: will include city benchmark information found nearest to the Project area and the control line for the project with northing and easting values.

Drainage and Grading Plan: The drainage and grading plans will identify existing elements of the drainage system to remain and changes to the drainage system will be designed based on the grades established for the roadway widening and intersection improvements. Additionally, grades within the project limits will be evaluated for compliance with ADA guidelines at sidewalks, curb returns, crosswalks and along driveways.

Utility Plan: BKF will prepare utility plans using the exiting utilities base map and known utility relocation coordinated with utility providers. These plans will identify 10" sewer line installation from approx Sycamore to SR4/Claudia Ct and an 12" water line design from 10th Street to 18th Street. The undergrounding work will be identified as work by others. BKF assumes proposed pump stations or modifications to existing pump stations are not required.

Retaining Wall Plans **Biggs Cardosa Associates (BCA)** will prepare Retaining Wall General Plan sheets and detail sheets to accommodate the roadway widening proposed between 10th and 18th Street. Caltrans standard plan walls will be used where applicable. Retaining walls or other structure modifications to support project improvements within the UPRR right-of-way are excluded from this task and identified in Optional Task 12 of this proposal. Furthermore, the structural design of



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landscape features proposed as gateway elements are not included at this time, but can be provided as an optional service in the future.

Construction Details: Construction details will be prepared to reference the City and Caltrans standard plans, and provide additional guidance to the contractor for design details and grading at curb returns.

Lighting Plan: The BKF team will prepare the lighting plans for the Project. Lighting plans will include relocated light poles and location of new light poles throughout the Project corridor. It is assumed that the lighting work will consist of minor relocations based on curb line and sidewalk modifications and that the lighting will be tied to the existing street lighting system. Lighting improvements are assumed to be isolated to the median area and widening along the west side of L Street between 10th and 18th Streets. We assume all existing lighting along the east side within this stretch will remain as-is since roadway work is limited here. Title 24 part 6 CEC energy compliance certifications will be provided but egress and FLS analysis are assumed not required.

Traffic Signal Plan: Traffic Signal Modification Plans are assumed at both the 10th and 18th Street intersections. BKF will prepare the traffic signal modification plans (layouts, removal, installation, details) required for both the 10th and 18th Street intersections. BKF assumes traffic signal modification at Sycamore is not required as part of this task, but has identified this service under Optional Task 12.

Planting and Irrigation Plans: Gates will prepare the planting and irrigation plans to include restoration of planting and irrigation impacted by the Project and new planting and irrigation for the proposed stormwater treatment and other planting areas within the Project limits. Plans will include locations of new trees and plant species as well as irrigation details. Location of new irrigation controller will be coordinated with the point of service connection.

Signing Plan: A field survey will be conducted to develop an inventory of existing signs so that the disposition of existing signs may be highlighted in the plans. The signing design will be incorporated into the Striping Plan and will delineate the proposed striping and sign plan. Some of the new bike lane signs may be mounted on existing sign post or poles.

Staging Plan/Traffic Handling Plan: BKF will work with the City to determine the most adequate staging for the proposed Project improvements. Considerations for the staging will include (1) access to residences and businesses (driveway closures will be identified and staged to minimize disruption), (2) hours of operation and events at the County Fairgrounds, (3) Tri-Delta Transit bus stop locations and hours of operation, the school zone as access, circulation and safety needs to be maintained at Antioch High School and its facilities.

Standard lane closures and detours will be used for roadway, and sidewalk construction as necessary. BKF will also identify impacts to on-street parking during construction. It is important that the stage construction concepts maintain free-flow movement including pedestrian and bicycle circulation during construction.

The stage construction concept will provide for circulation of residents, students and patrons throughout this street corridor. The design will verify that sufficient roadway width with proper safety improvements is maintained throughout all stages of construction. Lane widths will be evaluated to ensure that delivery trucks, school buses, transit and fire trucks can circulate through the staging effectively. Signage will be incorporated into the stage construction plans to clearly delineate changes to existing traffic patterns. BKF will also maintain access to driveways and side streets.

With the Project plans the following documents will be updated:

Specifications: The Project technical specifications will be prepared in the City's standard format for all work items necessary for the construction of the Project. BKF will assemble the Technical Specifications for the Project. Additionally, BKF can assist the City in preparing Specifications boilerplate for the Project in order to ensure conformance to federal requirements.

Construction Cost Estimate: BKF will prepare an engineer's cost estimate corresponding to



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the bid list developed for the specifications.

4.3 95% PS&E Submittal – The BKF team will focus on refining, finalizing, and detailing the Project including resolving and incorporating all design comments resulting from the 65% submittal review. A major task associated with this resolution is balancing the requirements of the stakeholders. All gaps in the design caused by late-coming changes or pending design and policy decisions will be specifically targeted on the 95% design documents for immediate resolution.

Construction details for the project elements will be finalized as part of this phase of the design process. During the 95% design phase, BKF's experienced Project Manager will closely monitor the resolution of critical activities, which have their own separate and defined timeline. BKF will review and finalize the request for service and/or utility owner's relocation plans, schedule and implementation. Prior to completion of the 100% design documents, the BKF team will coordinate with the City and stakeholders to iron-out any wrinkles remaining in design scope, schedule and construction operations.

BKF will evaluate efficient and sequential construction staging by considering use of alternate access whenever possible. The focus of the design team is to finalize the supplemental project information that forms the basis of design for the Project. All project sheets, which will be represented in the bid documents, will be identified and developed in varying degrees of detail during this phase.

All the components of the design plans, technical specifications and estimate will be included in the 95% design submittal. With the establishment and review of the roadway and intersection and improvements within the Project limits, design will be production-oriented for preparation of 95% project plans. Prior to delivering the 95% submittal, BKF will complete its own in-house review of all outgoing documents. Cost estimates will be updated and compared to the available budget.

4.4 100% PS&E Submittal for Construction Bidding – For the 100% PS&E submittal, BKF will incorporate or resolve any remaining comments received as a result of the 95% submittal review. BKF will also conduct remaining site investigations. It is crucial that the design engineers are confident that existing field conditions have not changed since inception of the Project and are depicted accurately in the bid-ready documents. Assumptions, in lieu of verifications, are not acceptable BKF will walk the site with the 100% bid documents prior to submittal. All remaining aspects of the design will be finalized in order to prepare a complete, checked and bid-ready set of documents. Schedules for utility relocations will be confirmed. The construction cost estimate will be updated and formatted to its final form. BKF will conduct a final quality control review on all documents to ensure that all design elements are thoroughly addressed prior to their submission to the City

TASK 4 – DELIVERABLES:

- 35%, 65%, 95% and 100% Project plans, technical specifications, construction cost estimate and bid schedule
- Responses to submittal comments
- CD of Electronic copy of all 100% PS&E Auto CAD drawings and technical specification, in native format and PDF

TASK 5 – PUBLIC OUTREACH

5.1 Public Outreach Meetings (2) – BKF will lead up to two (2) public outreach meetings. BKF will also prepare the presentation, exhibits and sign-in-sheet for each meeting. The type of community meeting will be defined by the City but may consist of presenting to the general public, stakeholders or bicycle advisory group.

5.2 City Council Presentation – BKF will lead the Project presentation to the City Council for approval of the design for the L Street Bikeway and Landscape Improvement Project. BKF will also prepare the presentation and exhibits for the Council meeting.



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TASK 5 – DELIVERABLES:

- Meeting presentations and exhibits/displays

TASK 6 – E-76 DOCUMENTATION

6.1 Caltrans District Local Assistance (E-76) Process and Coordination – BKF will take the lead in coordinating with Caltrans Local Assistance representative and other department staff members whose approvals will be required for the E-76 Request for Authorization. Starting at the 95% PS&E, BKF will evaluate how close the PS&E package is to being deemed complete so that it can be submitted as part of the E-76 package for Caltrans review. BKF will oversee other parallel and critical requirements and approvals that will be needed for the E-76 package such as right of way contracts and railroad agreements which will be the critical path for E-76 completion.

6.2 E-76 Forms and Information – There are numerous forms and information required as part of the E-76 Request of Authorization. BKF will coordinate and prepare the forms for City's review and concurrence. We assume all work associated with Rule 20 undergirding will occur separately from the Project E-76 efforts outlined in this task. BKF will subsequently submit the following forms and Project information with the E-76 Request for Authorization package:

- Request for Authorization to Proceed with Construction
- Request for Authorization to Proceed – Data Sheet
- Finance Letter
- Field Review Form
- Cost Estimate
- PS&E Checklist with Attachments
- Local Agency Checklist

6.3 Certifications –Based on BKF's extensive experience with E-76 Request for Authorization submissions, the critical path in submission of the package are the certifications. Although the completion of the certifications is not difficult, being able to produce the required information to submit the certification involve Project stakeholders approvals and the completion of right of way negotiations. The certifications that will drafted by BKF in order to submit the E-76 package to Caltrans District Local Assistance for initial approval prior to submission for Federal approval are as follows:

- PS&E Certification- completion of PS&E design in compliance with grant requirements.
- Right of Way Certification – right of way acquisitions will need to be complete and a signed railroad agreement provided.
- Utility Certification- utility documentation in compliance with federal guidelines and concurrence from utility providers will need to be provided and approved by Caltrans Right of Way Utilities Unit.

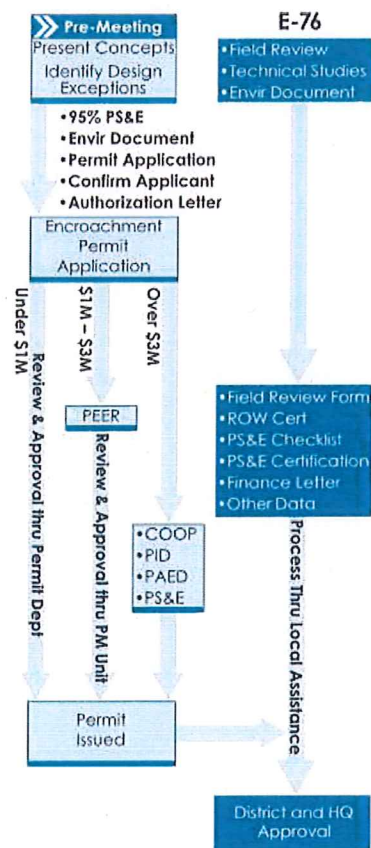
TASK 6 – DELIVERABLES:

- E-76 Request for Authorization Package

TASK 7 – AGENCY/STAKEHOLDER COORDINATION

7.1 Agency and Stakeholder Coordination – Working with the City, BKF will coordinate the proposed improvements with the affected stakeholders which may include the Caltrans District

Caltrans Approval Process





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04 Local Assistance Office, County Fairgrounds, the School District, utility providers and other stakeholders to obtain consensus and support on the Project. Minutes will be drafted for meetings held with agencies and/or stakeholders.

- 7.2 CCTA Coordination** – BKF will work with the City and CCTA to coordinate project funding requirements to ensure the Project design meets compliance. Two (2) meetings with the CCTA are assumed.
- 7.3 Regulatory Permits** – The Project would improve an existing roadway with bicycle and landscape improvements. As work adjacent to the Antioch Marina would be located in disturbed areas and would avoid impacts to sensitive species, the BKF Team does not anticipate a need for regulatory agency permits.

TASK 7– DELIVERABLES:

- Stakeholder coordination meeting agenda and minutes.

TASK 8 – UTILITY COORDINATION

8.1 Utility Coordination – BKF will coordinate with third party utility owners to obtain utility information and identify potential utility conflicts. BKF will provide written notices describing the proposed construction schedule and Project limits. As part of the utility coordination work, BKF will:

- Request utility mapping from all affected utility owners
- Review as-built utility information for the Project area
- Update base mapping with existing utility information
- Identify potential utility conflicts
- Submit utility exhibits to impacted utility owners for verification of potential conflicts
- Coordinate the above work with the utility owners

8.2 Electrical Overhead Undergrounding – BKF assumes that the Project is a good candidate for PG&E's Rule 20 funds for the undergrounding the overhead lines from 10th Street to 18th Street via available funds. Based on using Rule 20 funds, BKF will verify and confirm the existing site conditions as part of other Project tasks and use the information to develop a conceptual design which shows the layout of affected overhead facilities, preliminary design notes and site pictures. BKF will develop the approx location of where the proposed trench should be placed and provide to PG&E for coordination. BKF will review PG&E utility undergrounding plans as part of this task to ensure the trench and design meets Project requirements.

Notifications will be prepared to the utility providers on the overhead power poles identifying the City's intent to establish an undergrounding district. The notification will be accompanied with the conceptual design and a site meeting would be requested.

BKF will coordinate the site meeting with the City and the utility providers to discuss the proposed undergrounding and establish a line of communication. With this coordination and a line of communication established, BKF's Utility Coordinator will work with PG&E to establish a schedule to obtain preliminary undergrounding plans that can be coordinated with the roadway plans.

As part of the undergrounding work, BKF can provide the City with a preliminary draft of the Undergrounding Ordinance and provide technical support for filing the draft document for preparation by the City's legal staff.

TASK 8– DELIVERABLES:

- Undergrounding Conceptual Design
- Utility notification of an undergrounding district
- Draft Ordinance



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TASK 9 – RIGHT OF WAY ASSISTANCE

The intersection modifications at 10th Street will require right of way at southwest corner from the existing auto dealership. BKF assumes right of way is not required along the County Fairgrounds property to support the proposed roadway widening as the City has already pre-existing rights/easement along this segment to support the widening. Furthermore, the BKF team assumes that no additional acquisitions will be needed elsewhere throughout the project given that the proposed roadway improvements between 18th St and Sycamore have been removed from the project scope.

- **9.1 Right of Way Boundary** – BKF will use record right of way information available from the City and County. The information will be used to supplement the Project's base mapping to create appraisal mapping, in AutoCAD format.

The appraisal mapping becomes the basis of design to identify right of way needs, and the subsequent steps involved in the right of way engineering and support, including the preparation of the plat map and legal descriptions, appraisal reports, and the Right of Way contract/agreements during the acquisition process with the owner(s).

- **9.2 Plat and Legal Description** – BKF will prepare one (1) Plat Map and Legal Descriptions for the partial property acquisition at the car dealership at 10th Street. Draft plats and legal descriptions for the right of way requirements will be prepared for all fee acquisitions and easements. The draft plat and legal descriptions will be based on the aforementioned appraisal mapping, and shall be submitted to the City for review and comment. Comments will be incorporated and final plat and legal descriptions will be prepared and submitted to the City and the appraiser.
- **9.3 Right of Way Consulting and Coordination** – **AR/WS** will provide ongoing consulting and coordination related to right of way issues including attending meetings; resolving problems and recommending solutions; and ensuring compliance with state and federal regulations.
- **9.4 Appraisal** – AR/WS will prepare appraisals for partial acquisitions from one (1) property. Appraisals will be in conformance with California Government Code; Caltrans Right of Way Manual; 49 CFR, Part 24; and all applicable state and federal regulations.
- **9.5 Appraisal Review** – Through a subcontractor, AR/WS will provide appraisal review services for up to one (1) appraisal reports. Review services will be provided in conformance with Caltrans and FH/WA requirements and all applicable state and federal regulations.
- **9.6 Offer and Negotiations** – AR/WS will negotiate to acquire property rights for partial acquisitions from up to one (1) owners and one lessee. Includes preparation of required acquisition documents; negotiations; and coordination with City regarding authorization for signed agreements and settlements.
- **9.7 Escrow and Recordation** – AR/WS will provide title and escrow support to coordinate and facilitate the title and escrow process. Includes coordination of escrow closings and review of escrow instructions.
- **9.8 Business Relocation Assistance** – AR/WS will provide business relocation assistance for up to one (1) displacee. Includes required noticing and documentation; replacement site searching; securing estimated relocation costs; preparing and submitting claims; and providing ongoing relocation advisory services.
- **9.9 Right of Way Certification** – AR/WS will coordinate with project team members to prepare the Right of Way Certification. Includes submission of supporting documentation and coordinating processing of certification with Caltrans.

TASK 9-DELIVERABLES:

- Plat and Legal Descriptions (1 parcel)
- Draft Notice of Decision to Appraise for Approval
- Appraisal Report



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- Appraisal Review Certification
- Draft Acquisition Documents for Approval
- Memorandum of Settlement (upon Settlement)
- Notice that Negotiations have reached an Impasse (if needed)
- Notices to Vacate for Approval
- Signed Relocation Claims for Review and Processing
- Right of Way Certification

TASK 10 - GRANT FUNDING SUPPORT

10.1 Grant Assistance – As part of the grant assistance task, BKF and Gates will perform the following

- Assist the City in coordinating with up to two (2) grant issuing agencies
- Complete and review up to two (2) grant applications
- Respond to questions and comments received from the grant issuing agencies pertaining to the grant applications

10.2 Grant Exhibits – BKF and Gates will prepare exhibits and supporting documents for the City's grant application. The exhibits will show the project limits and key elements relevant to the grant application.

TASK 10 – DELIVERABLES:

- Grant Applications (maximum 2)
- Grant Exhibits

TASK 11 – RAILROAD IMPROVEMENTS (18TH TO SYCAMORE)

11.1 Railroad Permits and Approvals – The work within UPRR right of way will require the approval of the CPUC and UPRR. The approval from the CPUC will be in the form of a GO-88B for grade crossing modifications. Additional approval will be required for the retaining wall detailed plans and specification from UPRR. If the striping or any other improvement will be proposed at the BNSF crossing by the Marina Launch area, an additional GO-88B permit will be required which currently is not proposed.

The approval for the work within UPRR right of way will be initiated by BKF with a diagnostic meeting with the CPUC and UPRR representatives. Following the diagnostic meeting, project plans detailing the work proposed to construct retaining wall structures within the UPRR right-of-way will need to be submitted to UPRR for approval and a GO-88B application completed filed with CPUC for their concurrence. With the approvals from the CPUC and UPRR, UPRR will enter into a Right of Way and Maintenance Agreement which will be required for the approval of the E-76 Request for Authorization.

Note, insurance costs required to complete work within the railroad right of way are identified in the attached fee proposal.

11.2 Roadway Modifications (18th Street to Sycamore)

The improvements previously proposed along L Street between 18th Street and Sycamore Drive have been extracted from the overall project scope and are included here. This work assumes the reconstruction of the curb lines along both sides of L Street to accommodate a Class 2 bike lane adjacent to the traveled lanes. In moving the proposed curb lines to widen the roadway cross-section, retaining walls along both sides of the roadway will be required, including a traffic signal modification at the Sycamore Drive intersection. Coordination with both UPRR and the CPUC will be required to obtain approval of proposed improvements within the railroad right of way. In addition, right of way acquisition will be required from the private property located



3. SCOPE OF WORK

along the west side of the street along this segment. The final design work required to complete this portion are identified within this task of this proposal. Note, the fee identified assumes that this scope of work will be included along with the final design services noted in this proposal. In other words, BKF assumes a separate design package will not be required just for the scope between 18th and Sycamore Drive identified here as additional sheets to produce a separate design package will require additional efforts.

Biggs Cardosa Associates (BCA) will prepare Retaining Wall General Plan sheets and detail sheets to accommodate the sidewalk relocation proposed between 18th Street and Sycamore. Caltrans standard plan walls will be used where applicable and site specific designs will be required within the railroad zone of influence. It should be noted that based on our experience with UPRR design approval Keystone retaining walls are assumed not to be in compliance with the railroad requirements. The BKF Team assumes the approx length of retaining walls are approx 620 feet for each wall on both sides of the street.

To support the retaining wall designs, **PCI** will need to complete a total of 3 borings for the retaining walls to a depth of 30'. Traffic control may be required for the work as specified in the no fee permit from the City, however a drilling permit from UPRR may be needed. Note, if the proposed retaining wall designs within the UPRR R/W are included in the overall project design, the associated scope and fee included in this proposal is accurate. If the wall is added at a later date, costs to complete this scope of work will increase.

11.3 Additional Right of Way Services - AR/WS will prepare appraisals for partial acquisitions from four (4) properties, if requested, for future potential Project improvements between 18th Street and Sycamore Drive as described below.

Plat and Legal Description – BKF will prepare four (4) Plat Map and Legal Descriptions for additional right of way acquisitions needed for the Project. Draft plats and legal descriptions for the right of way requirements will be prepared for all fee acquisitions and easements. The draft plat and legal descriptions will be based on the appraisal mapping, and shall be submitted to the City for review and comment. Comments will be incorporated and final plat and legal descriptions will be prepared and submitted to the City and the appraiser as outlined in this task.

Cost Estimates/Data Sheets – Preliminary estimate of Project Right of Way costs.

Appraisal – AR/WS will prepare appraisals for partial acquisitions from four (4) properties, if requested, for future potential Project improvements between 18th Street and Sycamore Drive. Appraisals to be in conformance with California Government Code; Caltrans Right of Way Manual; 49 CFR, Part 24; and all applicable state and federal regulations.

Appraisal Review – Through a subcontractor, AR/WS will provide appraisal review services for up to four (4) appraisal reports, if requested, for future potential Project improvements between 18th Street and Sycamore Drive. Review services to be provided in conformance with Caltrans and FH/WA requirements and all applicable state and federal regulations.

Offer and Negotiations – AR/WS will negotiate to acquire property rights for partial acquisitions from up to four (4) owners and no lessees, if requested, for future potential Project improvements between 18th Street and Sycamore Drive. Includes preparation of required acquisition documents; negotiations; and coordination with City regarding authorization for signed agreements and settlements.

Escrow and Recordation – AR/WS will provide title and escrow support to coordinate and facilitate the title and escrow process, if requested, for future potential Project improvements between 18th Street and Sycamore Drive. Includes coordination of escrow closings and review of escrow instructions.

Right of Way Certification – AR/WS will coordinate with project team members to prepare the Right of Way Certification, if requested, for future potential Project improvements between 18th Street and Sycamore Drive. Includes submission of supporting documentation and coordinating



3. SCOPE OF WORK

processing of certification with Caltrans.

TASK 11 – DELIVERABLES:

- GO-88B application
- PS&E for work within UPRR right of way
- Appraisal Reports, Certifications, Settlement Memos, and Estimates as noted above

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DAVID J. POWERS & ASSOCIATES (DJP.A)

SAFARI ENGINEERS

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B18

CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

GATES + ASSOCIATES		STAFF CATEGORY										EST FEE
TASK	SCOPE DESCRIPTION	PIC	Project Manager	Associate	Infection Designer	Outreach Coordinator	Visual Graphic Designer				Total hrs	
		\$180.00	\$145.00	\$180.00	\$155.00	\$145.00	\$140.00					
TASK 1	Project Management											
1.1	General Project Management		12								12	\$ 1,740.00
1.2	Project Kick-off Meeting		4								4	\$ 580.00
1.3	Monthly Status Meetings (Assume 4 Meetings)	4	4								8	\$ 1,300.00
1.4	Project Team Coordination		8								8	\$ 1,160.00
1.5	Monitor Design for Conformance										0	\$ -
1.6	Project CIP Schedule										0	\$ -
1.7	Monthly Invoice and Progress Status Reports										0	\$ -
	Subtotal	4	16	-	-	-	-	-	-	-	32	\$ 4,780.00
TASK 2	Preliminary Investigations											
2.1	Data Collection and Review		4								4	\$ 1,100.00
2.2	Site Visits		4								4	\$ 1,300.00
2.3	Supplemental Survey										0	\$ -
2.4	Utility Base Mapping										0	\$ -
2.5	Project Base Sheets										0	\$ -
2.6	Geotechnical Investigations										0	\$ -
	Pavement Evaluation, Site Review Memo										0	\$ -
	Geotechnical Investigation Report Pavement & Retaining Walls	4	8	4	-	-	-	-	-	-	16	\$ 2,400.00
	Subtotal	4	8	4	-	-	-	-	-	-	16	\$ 2,400.00

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

GATES + ASSOCIATES

TASK	SCOPE DESCRIPTION	STAFF CATEGORY							EST FEE
		PIC	Project Manager	Associate	Irigation Designer	Outreach Coordinator	Visual Graphic Designer	Total Hrs	
		\$180.00	\$145.00	\$130.00	\$155.00	\$145.00	\$740.00		
TASK 4	Plans, Specifications and Estimate								
4.1	35% PS&E Submittal	7	23	36	6		54	126	\$ 17,765.00
	Prepare 35% Plans							0	\$ -
	Prepare 35% Technical Specifications Outline							10	\$ 1,410.00
	Prepare 35% Cost Estimate							8	\$ 1,100.00
	Perform Quality Control								
4.2	65% PS&E Submittal	4	4					10	\$ 1,500.00
	Review Comments from Preliminary Submittal							94	\$ 13,200.00
	Prepare 65% Plans	2	20	48	24			7	\$ 1,070.00
	Prepare 65% Technical Specifications	1	4		2			10	\$ 1,410.00
	Prepare 65% Cost Estimate							10	\$ 1,410.00
	Perform Quality Control							10	\$ 1,590.00
4.3	95% PS&E Submittal	4	6					16	\$ 2,300.00
	Review Comments from 65% Submittal							73	\$ 10,380.00
	Prepare 95% Plans	1	16	32	24			8	\$ 1,110.00
	Prepare 95% Technical Specifications	1	5		2			10	\$ 1,510.00
	Prepare 95% Cost Estimate and Bid Schedule	2	4	2	2			10	\$ 1,590.00
	Perform Quality Control							16	\$ 2,300.00
4.4	100% PS&E Submittal for Construction Bidding	4	6					16	\$ 2,300.00
	Review Comments from 95% Submittal							36	\$ 5,100.00
	Prepare 100% Plans	8	8	16	12			6	\$ 890.00
	Prepare 100% Technical Specifications							12	\$ 1,770.00
	Prepare 100% Cost Estimate and Bid Schedule	2	4		2			8	\$ 1,100.00
	Perform Quality Control							470	\$ 67,640.00
	Subtotal	34	140	154	88	-	54	-	
TASK 5	Public Outreach								
5.1	Public Outreach Meetings (2)	8	8	8		24		48	\$ 7,120.00
5.2	City Council Presentation							0	\$ -
	Subtotal	8	8	8	-	24	-	48	\$ 7,120.00

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

PARIKH CONSULTANTS, INC

TASK	SCOPE DESCRIPTION	STAFF CATEGORY										EST FEE
		PIC	Project Engineering Manager	Sen. Project Engineer	Project Engineer	Sen. Staff Engineer	Project Geologist	Field Engineer	Lab Technician	Draftsperson	Total Hrs	
		\$286.58	\$207.71	\$191.84	\$143.28	\$117.81	\$128.37	\$140.86	\$102.41	\$111.71		
TASK 2	Preliminary Investigations											
	2.1 Data Collection and Review										0	
	2.2 Site Visits										0	
	2.3 Supplemental Survey										0	
	2.4 Utility Base Mapping										0	
	2.5 Project Base Sheets										0	
	2.6 Geotechnical Investigations										0	
	Pavement Evaluation, Site Review Memo	4			4					4	12	
	Geotechnical Investigation Report Pavement & Retaining	10	26	32	99	77	2	38	40	20	344	
	Subtotals	14	26	32	103	77	2	38	40	24	356	
TASK 11	Railroad Improvements											
11.1	Railroad Permits and Approvals											
	CPUC and UPRR Coordination										0	
	Diagnostic Meeting										0	
	GO-888										0	
	UPRR - PS&E Approval										0	
11.2	Roadway Modifications (18th to Sycamore St)											
	Data Collection and Surveying										0	
	Geotechnical Investigations for RR Retaining Walls	2	6	8	21	12	2	10	10	4	75	
	35% PS&E Submittal										0	
	65% PS&E Submittal										0	
	95% PS&E Submittal										0	
	100% PS&E Submittal for Construction Bidding										0	
11.3	Additional Right of Way Services											
	Plat and Legal Description (Assume 4)										0	
	Right of Way Cost Estimates / Data Sheets										0	
	Appraisal										0	
	Appraisal Review (Subconsultant)										0	
	Offer and Negotiations										0	
	Easement and Recordation										0	
	Right of Way Certification										0	
	Subtotals	2	6	8	21	12	2	10	10	4	75	

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

Bisseg Cardona Associates

TASK	SCOPE DESCRIPTION	STATE CATEGORY					EST FEE				
		PIC	Associate	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Senior Civil Engineer	Admin	Total Hrs	
		\$285.00	\$224.00	\$195.00	\$160.00	\$148.00	\$135.00	\$140.00	\$100.00		
TASK 2	Preliminary Investigations										
2.1	Data Collection and Review	2	4	6			8				3,780.00
2.2	Site Visit										
2.3	Supplemental Survey										
2.4	Utility Base Mapping										
2.5	Project Base Sheets										
2.6	Geotechnical Investigations										
	Pavement Evaluation, Site Review Memo										
	Geotechnical Investigation Report Pavement & Retaining Walls										
	Subtotals	2	4	6	-	8	-	-	-		3,780.00
TASK 4	Plan. Specifications and Estimate										
4.1	35% PS&E Submittal										
	Prepare 35% Plans										
	Prepare 35% Technical Specifications Outline										
	Prepare 35% Cost Estimate										
	Perform Quality Control										
4.2	65% PS&E Submittal										
	Review Comments from Preliminary Submittal										
	Prepare 65% Plans	4	20	30							23,410.00
	Prepare 65% Technical Specifications	1	8								2,357.00
	Prepare 65% Cost Estimate	1	1	2							1,502.00
	Perform Quality Control	1	2								713.00
4.3	95% PS&E Submittal										
	Review Comments from 65% Submittal	1	2	2							
	Prepare 95% Plans	1	4	6							1,103.00
	Prepare 95% Technical Specifications	1	3								5,507.00
	Prepare 95% Cost Estimate and Bid Schedule	1	1								1,037.00
	Perform Quality Control	10	1	1	10						557.00
4.4	100% PS&E Submittal for Construction Bidding										
	Review Comments from 95% Submittal	1	1	1							4,250.00
	Prepare 100% Plans	1	2	4							684.00
	Prepare 100% Technical Specifications	1	1								2,645.00
	Prepare 100% Cost Estimate and Bid Schedule	1	0	1							589.00
	Perform Quality Control	1	1								343.00
	Subtotals	23	46	47	10	74	-	47	5		45,196.00

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

ARWS

TASK	SCOPE DESCRIPTION	STAFF CATEGORY										EST. FEE
		Principal Consultant	Managing Consultant	Consultant III	Consultant II	Consultant I	Right of Way Technician	Admin Support	Appraiser III	Appraiser II	Appraiser I	
		\$200.00	\$200.00	\$155.00	\$135.00	\$120.00	\$85.00	\$70.00	\$225.00	\$295.00	\$180.00	
TASK 6												
6.1	Caltrans DLA (E-76) Process											
6.2	Utility Documentation											
6.3	Certifications			12								
	Subtotal			12								\$1,860.00
TASK 9												
9.1	Right of Way Assistance											
9.2	Right of Way Boundary											
9.3	Plat and Legal Description	4		20								
9.4	Right of Way Consulting & Coordination		4									
9.5	Approval						20			10	10	\$5,100.00
9.6	Approval Review (Subconsultant) - See Reimbursable											\$12,580.00
9.7	Offer and Negotiations			50	20							
9.8	Offer and Negotiations			5	10							
9.9	Offer and Negotiations			20	60							
9.10	Business Relocation Assistance											
	Subtotal	4	24	75	90		40	24	30	10	10	\$24,560.00
												\$45,175.00
TASK 11												
11.1	Railroad Permits and Approvals											
	CPUC and UPRR Coordination											
	Diagnostic Meeting											
	GO-88B											
11.2	Roadway Modifications (18th to Symamore St)											
	Data Collection and Surveying											
	Geotechnical Investigations											
	35% PS&E Submittal											
	65% PS&E Submittal											
	95% PS&E Submittal											
	100% PS&E Submittal for Construction Bidding											
11.3	Additional Right of Way Services											
	Plat and Legal Description (Assume 4)											
	Right of Way Cost Estimates / Data Sheet			4	24							
	Approval											
	Approval Review (Subconsultant)											
	Offer and Negotiations			100	58							
	Offer and Negotiations			32	20							
	Right of Way Certification			32								
	Subtotal			168	102		24	30	64	20	20	\$66,050.00

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BKF ENGINEERS

DKF Engineers

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15
6/17/2021

BKF ENGINEERS

TASK	DESCRIPTION	HOURS										TOTAL	EST. FEE
		PL	ANNO	LA	SP	LD	LD	LD	LD	LD	LD		
TASK 4	Plans, Specifications and Estimate	\$251.00	\$225.00	\$213.00	\$183.00	\$160.00	\$140.00	\$131.00	\$299.40	\$38.00			
4.1	35% PS&E Submitted	4	12	12	18	32	48	36					
	Prepare 35% Plans				4							162	\$ 26,862.00
	Prepare 35% Technical Specifications Outline											4	\$ 732.00
	Prepare 35% Cost Estimate	2	8			12	16					38	\$ 6,314.00
	Perform Quality Control	4	4									8	\$ 1,752.00
4.2	65% PS&E Submitted	8	12	48	100	180	200	180				46	\$ 9,466.00
	Review Comments from Preliminary Submittal												
	Prepare 65% Plans	6	12	35	60	40						754	\$ 120,971.00
	Prepare 65% Technical Specifications	12	12	24	5							118	\$ 18,984.00
	Prepare 65% Cost Estimate	12	24	32								84	\$ 15,576.00
	Perform Quality Control	12	12									44	\$ 9,516.00
4.3	95% PS&E Submitted	4	12	12	32	160	172	120				60	\$ 12,116.00
	Review Comments from 65% Submittal												
	Prepare 95% Plans	4	8	42	100	160						628	\$ 101,240.00
	Prepare 95% Technical Specifications	8	12	36	52							96	\$ 18,984.00
	Prepare 95% Cost Estimate and Bid Schedule	12	24	32								68	\$ 12,720.00
	Perform Quality Control	12	12									44	\$ 9,516.00
4.4	100% PS&E Submittal for Construction Bidding	4	8	8	8	80	80	60				28	\$ 5,972.00
	Review Comments from 95% Submittal												
	Prepare 100% Plans	2	24	32	40	80						318	\$ 52,318.00
	Prepare 100% Technical Specifications	4	4		12	20						36	\$ 3,096.00
	Prepare 100% Cost Estimate and Bid Schedule	2	6									24	\$ 6,336.00
	Perform Quality Control	8	8	12								20	\$ 4,356.00
	Subtotal	34	220	344	440	560	514	394	-	-	-	2,560	\$ 438,495.00
TASK 5	Public Outreach												
5.1	Public Outreach Meetings (2)	4	10			12		20				46	\$ 7,916.00
5.2	City Council Presentation	4	6					6				16	\$ 3,182.00
	Subtotal	8	16	-	-	12	-	26	-	-	-	62	\$ 11,116.00
TASK 6	E-74 Documentation	10	36	12		32	36					98	\$ 13,166.00
6.1	Caltrans DIA (E-76) Process and Coordination												
6.2	E-76 Forms and Information	2	8	40		20	20					108	\$ 19,382.00
6.3	Certifications	2	8									50	\$ 8,302.00
	Subtotal	14	52	52	-	42	54	-	-	-	-	216	\$ 40,850.00

BKF Engineers

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15
6/17/2021

BKF ENGINEERS

TASK	DESCRIPTION	STATE - INDIANAPOLIS										TOTAL ESTIMATE
		PLC	ASSOC	PA	STATIONARY SURV	UTILITY SURV	DESIGN & PERMITS	UTILITY	REGISTRATION	UTILITY	TOTAL	
TASK 7 Agency/Shareholder Coordination												
7.1	Agency and Stakeholder Coordination	8	20	20								48
7.2	CTA Coordination	8	16									24
7.3	Regulatory Permits	14	34	20								72
Subtotal												
TASK 8 Utility Coordination												
8.1	Utility Coordination	20	48		72							140
8.2	Electric Overhead Undergrounding											
	Conceptual Design and Project Limits		2		16				8			26
	Notifications to Utility Providers		4		8					4		16
	Site Visit with Utility Providers		4		4							8
	Preliminary Draft of Ordinance	2	12						2			16
	Review Utility Providers Preliminary Plans	2	24		60			32				118
Subtotal												
TASK 9 Right of Way Assistance												
9.1	Right of Way Boundary	4	8		24				24		40	100
9.2	Plan and Legal Description (Assume 1)	4	4		8				10		5	27
9.3	Right of Way Consulting & Coordination	4	4									8
9.4	Appraisal	2	2									4
9.5	Appraisal Review											0
9.6	Offer and Negotiations											0
9.7	Easement and Recordation											0
9.8	Business Relocation Assistance	2	2									4
Subtotal												
TASK 10 Grant Funding Support												
10.1	Grant Assistance	4	12									16
10.2	Grant Exhibits			12					20		20	48
Subtotal												
TASK 11 Railroad Improvements												
11.1	Railroad Permits and Approvals	30	60									90
	Public Utility Coordination	2	4									6
	Diagnostic Meeting	2	4		24			32				64
	GO-48B	2	8		12			20	16			56
Subtotal												
11.2	Roadway Modifications (125th to Symmons St - UPRR Underpass)											
	Data Collection and Surveying	2	2	4	8						32	66
	Geotechnical Investigations											0
	357' PS&E Submittal	4	8	4	4			20	14			74
	855' PS&E Submittal	8	12	32	48			80	60			308
	955' PS&E Submittal	16	20	40	48			100	100			404
	1005' PS&E Submittal for Construction Bidding	4	8	16	20			40	40			168
Subtotal												
11.3	Additional Right of Way Services											
	Plan and Legal Description (Assume 4)	4	12		32			40	20			108
	Right of Way Cost Estimates / Data Sheets											
	Appraisal											
	Appraisal Review (Subcontractant)											
	Offer and Negotiations											
	Easement and Recordation											
	Right of Way Certification											
Subtotal												

BKF ENGINEERS

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ATTACHMENT "C"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND BKF ENGINEERS FOR THE L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT P.W. 234-15

THIS AGREEMENT ("Agreement") for consulting services is made by and between the City of Antioch ("City") and BKF Engineers ("Consultant") as of July 28, 2020.

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

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2021, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **Fifty-one thousand, five hundred fifty dollars (\$51,550.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B, for services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed Four hundred fifty dollars (\$450.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:
Printing, Delivery, Mileage, Postage, and Parking

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. For survey and

geotechnical work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

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

4.5.2 Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

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

4.5.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

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

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

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

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

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

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

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

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the negligent performance of the professional services under this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

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

SECTION 6. STATUS OF CONSULTANT.

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

6.2 Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

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

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

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.

Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

BKF Engineers
Attn: Gordon Sweet, P.E.
4670 Willow Road, Suite 250
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Antioch
Attn: Capital Improvements
P. O. Box 5007
Antioch, CA 94531-5007

And:

City of Antioch
Attn: City Attorney
P. O. Box 5007
Antioch, CA 94531-5007

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

SIGNATURE PAGE FOR CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND BKF ENGINEERS
FOR THE L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

CITY:

CITY OF ANTIOCH

Rowland E. Bernal
Rowland E. Bernal, Jr., City Manager

Attest:

Arne Simonsen
Arne Simonsen, MMC, City Clerk

Approved as to Form:

Thomas Lloyd Smith
Thomas Lloyd Smith, City Attorney

CONSULTANT:

BKF ENGINEERS

By: Gordon C. Sweet

Name: GORDON C. SWEET

Title: PRINCIPAL / VP

By: Eric Girard

Name: ERIC GIRARD

Title: PRINCIPAL / VP

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

EXHIBIT "A"



3. SCOPE OF WORK

BKF Engineers (BKF) is pleased to provide the following scope of work to initiate the L Street Bikeway and Landscaping Improvement Project (Project) in the City of Antioch. Based on recent coordination efforts with the City, BKF has developed the following scope of work to conduct initial traffic studies along L Street to determine where existing traffic lanes can be removed between 18th Street and SR 4 and help substantiate proposed roadway widening between 10th Street and 18th Street.

The BKF Team understands the City has recently completed traffic counts near the 18th Street intersection and will utilize this existing traffic data to initiate traffic evaluations along the L Street corridor. BKF understands that the outcome of these efforts will determine future scope of work along the L Street corridor, which BKF will provide a detailed scope of work to help advance these efforts at a later date.

TASK 1: PROJECT MANAGEMENT

BKF's Project Manager will be responsible for managing the BKF Team during these initial efforts to complete traffic studies. BKF will provide project management services for each task noted in this scope during these initial efforts. BKF's Project Manager will be responsible for ensuring that the project tasks are completed in a timely manner to the satisfaction of the City and will use the following management activities to facilitate the Project objectives:

1.1 General Project Management and Coordination – BKF's Project Manager, Jaggi Bhandal, will provide the general project administration and coordinate with the City and Kittelson during these initial efforts. We will ensure that the work is well coordinated and progresses in a timely manner to help scope the Project's remaining tasks for environmental approval and final design.

1.2 Project Kick-off Meeting – A kick-off meeting will be scheduled with the City soon after the Notice-to-Proceed to confirm Project scope and objectives. BKF will meet with City staff to establish project expectations, discuss agency reviews and determine the overall schedule for the traffic studies during this initial effort of the Project.

TASK 1 – DELIVERABLES:

- Kickoff Meeting Agenda and Minutes

TASK 2 – TRAFFIC STUDIES

2.1 Data Collection – The following six intersections are recommended for analysis by Kittelson & Associates (KAI) to check for reduced lane operations:

1. Contra Loma & SR 4 EB Ramps
2. Contra Loma & SR 4 WB Ramps
3. L Street & William Reed/Sycamore
4. L Street & 18th Street
5. L Street & 10th Street
6. L Street & 4th Street

Full day hourly counts over a seven day period are recommended at the following locations to understand volume profiles throughout the week:

1. L Street south of William Reed/Sycamore
2. L Street south of 18th Street
3. L Street south of 14th Street
4. L Street south of 7th Street

In reviewing recent traffic studies, planning studies and environmental studies from the City of Antioch website, it appears that no recent traffic counts have been reported in the L Street area. Most of the recent studies that included traffic data collection were related to development in the eastern portion of the City. The only study that included traffic data for the L Street area was the 2015 Citywide

3. SCOPE OF WORK

Engineering and Traffic Survey, which reports daily traffic volumes for 2014.

Traffic data collection during the spring of 2020 would not represent typical traffic conditions due to significantly reduced driving. Two options are proposed for traffic data collection.

Data Collection Option 1: Defer Data Collection

It is hoped that traffic conditions will be close to typical by September 2020. If data collection could be deferred until September, it may be possible to do standard traffic counts. Some adjustment may still be required (growth factors) to represent full economic activity.

Data Collection Option 2: Factor Sampled Counts

Estimates of intersection and segment counts could be made using available sources and focused data collection.

The first step would be to develop estimates of 2020 segment counts. The available 2014 traffic counts from the 2015 Citywide Engineering and Traffic Survey would represent typical conditions for that year. If the original data from the 2015 Citywide Engineering and Traffic Survey are available, those counts could be used as a basis for hourly variations. If not, a new count could be conducted on one of the segments on L Street to develop peak factors to be applied to the available daily counts. Growth factors to represent the differences between 2014 and 2020 traffic levels would be developed based on available sources such as Caltrans counts on State Route 4. The result would be estimated 2020 daily and peak hour volumes on L Street and selected crossing streets.

Intersection turn movement counts would be conducted at the six study intersections, with the understanding that these counts do not represent the full magnitude of typical traffic at the intersections. The sampled turn movement counts would be factored to match the estimated 2020 peak hour segment counts on the approaches and departures to each intersection. The result would be estimated AM and PM peak hour intersection turn movements that could be used for evaluation of traffic operations.

Parking Surveys

Parking surveys are recommended to collect parking data for L Street between SR 4 and Marina in support of the CEQA/NEPA and Project Design. Parking surveys cannot be estimated in the same way as traffic counts, and therefore should only be conducted during a time of normal economic activity (at earliest, September 2020).

- A data collection firm will drive the corridor and note locations of parked vehicles and estimate the amount of curb available for parking in each block.
- Parking data will be collected over two midweek days in the afternoon and at night
- Parking data will also be collected over two Saturday afternoons.

Based on the surveys, KAI will develop an estimate of parking occupancy by block for weekday and weekend conditions.

- 2.2 Traffic Analysis** – KAI will develop an intersection analysis model for the six study intersections. Traffic operations will be evaluated for existing conditions midweek AM and PM peak hours using Highway Capacity Manual methodologies.

Future cumulative (2040) traffic volumes will be estimated using growth factors from the Contra Costa County travel demand model. The 2040 No Project traffic operations will be reported based on these

3. SCOPE OF WORK

volumes.

Once the no project models are complete, KAI will develop Project models for up to three alternatives looking at the effects of revising lane configurations and roadway capacity. For each alternative, KAI will recommend revisions to lane configurations or traffic controls that would ensure acceptable traffic operations.

2.3 Circulation Assessment – KAI will provide review of the proposed L Street plan including:

- Street volumes and cross-sections
- Intersection lane designations, controls, queuing and turn-lane requirements
- Bicycle and pedestrian facilities
- Safety considerations
- Driveway locations and design
- Parking access and layouts

KAI will typically provide annotated markups of conceptual street drawings. If requested, KAI will provide concept plans and/or brief technical memoranda to document circulation recommendations.

TASK 2 – DELIVERABLES:

- Traffic Operations summary for existing and 2040 No Project conditions
- Traffic Operations summary and recommendations for three Project alternatives
- Actual or estimated segment traffic counts
- Actual or estimated intersection turn movement counts
- Parking occupancies by block
- Technical memoranda on site plan circulation issues

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DIXF Engineers

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BKF Engineers

C17



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ronald Chandra, Operations Supervisor

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Consideration of Bids for Gasoline and Fuel Bid No. 405-0706-21A Award

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the Maintenance Services Agreement for Gasoline and Diesel Fuel, to the lowest, responsive, and responsible bidder Hunt and Sons, Inc.; and
2. Approving an Agreement with Hunt & Sons, Inc. for a term of five (5) years in the amount not to exceed \$500,000 per contract year for a total contract cost not to exceed \$2,500,000; and
3. Authorizing the City Manager to execute the Agreement with Hunt and Sons, Inc. for the total amount not to exceed \$2,500,000.

FISCAL IMPACT

Annual funding for fuel products is included in the adopted FY 2021/22 & 2022/23 budgets for various departments and charged according to each department's respective budget for fleet and equipment fuel usage. Emergency generator fuel costs are allocated and charged to the respective facility maintenance funds. Funding for the remaining years of the agreement will be addressed as part of the biennial budget approval process.

DISCUSSION

The Department of Public Works published the Gasoline and Diesel Fuel request for bids on June 15, 2021. The bid closed on July 6, 2021. Two (2) complete and qualified bids were received.

Upon review, Hunt & Sons, Inc. was determined to be the lowest, responsive, and responsible bidder at a cost comparable to previous contracts. Hunt & Sons, Inc. is a diversified petroleum distribution company with an office located within City limits. The company specializes in commercial fleet fueling services, bulk fuel supply and comprehensive lubricant solutions for industrial, commercial, agricultural, and automotive

use. Hunt & Sons, Inc. is the incumbent vendor and has proven to be responsive, reliable, and cooperative.

The agreement is based on the daily Oil Price Information Service (OPIS) West Coast Spot Market Report for the San Francisco Area for oil pricing and information.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation
- C. Draft Maintenance Trade Services Agreement

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH HUNT & SONS, INC. FOR GASOLINE AND FUEL PURCHASE,
BID NO. 405-0706-21A**

WHEREAS, bids were solicited on June 15, 2021, the bidding closed on July 6, 2021 and two (2) bids were received;

WHEREAS, the City Council has considered awarding the Maintenance Services Agreement ("Agreement") to the lowest, responsive, and responsible bidder, Hunt & Sons, Inc.;

WHEREAS, the City must maintain a consistent supply of gasoline and diesel fuel products for its entire inventory of fleet and equipment; and

WHEREAS, Hunt & Sons, Inc. is a local, diversified petroleum distribution company that specializes in commercial fleet fueling services, bulk fuel supply and comprehensive lubricant solutions for industrial, commercial, agricultural, and automotive use.

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

1. Awards the Maintenance Services Agreement for Gasoline and Diesel Fuel, to the lowest, responsive, and responsible bidder Hunt & Sons, Inc., and
2. Approves an Agreement with Hunt and Sons, Inc. for a term of five (5) years in the amount not to exceed \$500,000 per contract year for a total contract cost not to exceed \$2,500,000, and
3. Authorizes the City Manager to execute the Agreement, in a form approved by the City Attorney, with Hunt and Sons, Inc. for the total amount not to exceed \$2,500,000.

* * * * *

RESOLUTION NO. 2021/**

July 27, 2021

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 27th day of July 2021, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

**City of Antioch
Gasoline & Diesel Fuel Bid No. 405-0706-21A Bid Tabulation
Closed July 6, 2021, 2:30 PM**

Cents Per Gallon + OPIS Index	Hunt & Sons, Inc. Sacramento, CA	Ramos Oil Company Isleton, CA
<u>Gasoline, Unleaded, 87 Octane</u>		
0 to 500 Gallons	0.1025	0.1000
501 to 2,000 Gallons	0.0625	0.0800
2,001 to 4,000 Gallons	0.0325	0.0700
Total Amount of Tax Per Gal.	0.30581	TBD
Brand Name of Product Bid	Tesoro or Chevron	Tesoro
<u>Clear Diesel Fuel</u>		
0 to 500 Gallons	0.10250	0.1000
501 to 2,000 Gallons	0.06250	0.0800
2,001 to 4,000 Gallons	0.03250	0.0700
Total Amount of Tax Per Gal.	0.13629	TBD
Brand Name of Product Bid	Tesoro or Chevron	Tesoro

Companies Solicited but No Bid

Valley Oil
SC Fuels
Pinnacle Petroleum

ATTACHMENT "C"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 27th day of July, 2021 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Hunt and Sons, Inc.**, a Corporation with its principal place of business at 5750 South Watt Ave, Sacramento CA 95828 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing fuel services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Gasoline and Diesel Fuel project ("**Project**") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional fuel services maintenance services necessary for the Project ("**Services**"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 The term of this Agreement shall be from **August 1, 2021 to June 30, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Carlos Zepeda, Deputy Public Works Director**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Zachary James, Director of Sales & Marketing**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Dollars (\$200.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one

calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$500,000.00 per contract year and a total five (5) year price of two million dollars (\$2,000,000.00) without written approval of City's Finance Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner

under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the

discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Hunt and Sons, Inc.
5750 South Watt Ave
Sacramento, CA 95828

City:

Public Works Department
Attn: Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and

paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND HUNT AND SONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 9th day of July, 2021.

CITY OF ANTIOCH

Hunt And Sons, Inc.

Approved By:

Rowland E. Bernal Jr.
City Manager

Signature

Name

ATTEST:

Title

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. SPECIFICATIONS

The City of Antioch is soliciting bids for its requirements for gasoline and diesel fuel according to all stated terms and specifications.

Bonds

There are no bonds required for this project/contract.

Contract Period

The bid shall cover the City's requirements of petroleum products for the period July 1, 2021 through June 30, 2026.

Quality

Only Products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted.

Invoicing / Prices

Unit prices shall be based on the O.P.I.S. Published Average Price. Prices will be based on the F.O.B; separate freight charges will not be considered. Invoice prices shall be the O.P.I.S. Average Price published on Monday of the week delivery occurred +/- cents per gallon, including all applicable taxes. The vendor shall provide the City with a copy of the applicable O.P.I.S. publication with invoicing.

Taxes

State sales tax and all other applicable taxes and clean up charges shall be added to the invoice after receipt. (Do not include taxes in your unit cost for this bid). The City of Antioch is exempt from Federal Excise Tax. An exemption form may be issued to the successful bidder upon request.

References

All bidders must provide a list of at least (4) private and public entities who have utilized bidder's services. Please include names and telephone numbers of individuals who can be contacted regarding your product and service.

Delivery Requirements

Products shall be delivered to 1201 W Fourth St, Antioch, CA, unless otherwise specified. Deliveries shall be on a "keep full" basis or on a Monday/Wednesday/Friday delivery schedule. If the City requires special orders, deliveries shall be made within twenty-four (24) hours after receipt of order. Delivery slips shall be submitted at time of delivery in duplicate by the vendor, and shall be signed by an authorized City Employee. All deliveries shall be temperature correct to 60°F.

Quantities

Quantities listed in this quotation are approximate based on our average consumption. While the City estimates that consumption will not be less than quantities listed, there shall be no guarantee as to the actual quantities required during the period of the contract.

Supply Requirements

All bidders shall have gasoline and diesel fuel supply contracts which shall assure the continuous supply of product during the contract period. Bidders are required to submit with bid, information supporting their ability to supply, without major interruption, the products covered in this bid. In addition, all bidders are required to provide name of major oil company's product to be sold to the City (e.g. Shell, Chevron, etc.).

EXHIBIT "B"

Please refer to Exhibit "A"

EXHIBIT "C"
COMPENSATION

City of Antioch
Gasoline & Diesel Fuel Bid No. 405-0706-21A Bid Tabulation
Closed July 6, 2021, 2:30 PM

	Hunt & Sons, Inc. Sacramento, CA	Ramos Oil Company Isleton, CA
Cents Per Gallon + OPIS Index		
<u>Gasoline, Unleaded, 87 Octane</u>		
0 to 500 Gallons	0.1025	0.1000
501 to 2,000 Gallons	0.0625	0.0800
2,001 to 4,000 Gallons	0.0325	0.0700
Total Amount of Tax Per Gal.	0.30581	TBD
Brand Name of Product Bid	Tesoro or Chevron	Tesoro
<u>Clear Diesel Fuel</u>		
0 to 500 Gallons	0.10250	0.1000
501 to 2,000 Gallons	0.06250	0.0800
2,001 to 4,000 Gallons	0.03250	0.0700
Total Amount of Tax Per Gal.	0.13629	TBD
Brand Name of Product Bid	Tesoro or Chevron	Tesoro

Companies Solicited but No Bid

Valley Oil
SC Fuels
Pinnacle Petroleum

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

____ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

____ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

____ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

____ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

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

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Approval of Two Purchase Orders for FY 2021/22 and FY 2022/23 with SiteOne© Green Tech for an amount of \$200,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving two Purchase Order requests with SiteOne© Green Tech for the purchase of Rain Master DX3 satellite irrigation controllers on an as needed basis and, all related parts and services including cellular service packages for an amount not to exceed \$100,000 per fiscal year, starting July 1, 2021 and ending June 30, 2023.
2. Authorizing the City Manager to approve the Purchase Orders with SiteOne© Green Tech for an amount not to exceed \$100,000 per fiscal year, starting July 1, 2021 and ending June 30, 2023.

FISCAL IMPACT

Funding for Rain Master DX3 controllers and related parts and services is included in the adopted FY 2021/22 and 2022/23 budgets in the General Fund and Street Lighting and Landscape Maintenance District Funds.

DISCUSSION

The City of Antioch utilizes Rain Master irrigation controllers throughout the City and requires a knowledgeable, regional vendor capable of timely installation, repair and maintenance of its 255 irrigation controllers. SiteOne© is the primary source/vendor for Rain Master DX3/Laguna products in the State of California and the only authorized installation and repair provider for Rain Master in the region. Contracting with SiteOne© for sales and service ensures that all purchases made come with a comprehensive warranty for all parts and services. With SiteOne© providing on call service repairs as

needed, the City is assured that a qualified and authorized service provider will repair and/or replace any controller in a timely manner.

ATTACHMENTS

- A. Resolution
- B. Rain Master Primary Source/Vendor Letter for SiteOne© Green Tech
- C. SiteOne© Price Sheet

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO APPROVE TWO PURCHASE ORDERS FOR SITEONE© GREEN TECH SERVICES FOR AN AMOUNT OF \$200,000 FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023

WHEREAS, the City utilizes Rain Master irrigation controllers throughout the City and requires a knowledgeable, regional vendor capable of timely installation, repair and maintenance of its 255 irrigation controllers, and

WHEREAS, SiteOne© Green Tech is the primary source/vendor for Rain Master DX3/Laguna products in the region and provides factory authorized installation, repair and maintenance service along with parts, replacements and a comprehensive warranty, and

WHEREAS, the approval of these two (2) purchase orders ensures that City landscape irrigation controllers are replaced and serviced in a timely manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby:

1. Approve two (2) Purchase Orders for SiteOne© Green Tech purchases and service requests for Rain Master DX3 irrigation controllers, installation, repairs, and parts in the amount not to exceed \$200,000, i.e.: \$100,000 for FY 2021/22 and \$100,000 for FY 2022/23.
2. Authorizes the City Manager to issue Purchase Orders for SiteOne© Green Tech in the amount not to exceed \$200,000, i.e.: \$100,000 for FY 2021/22 and \$100,000 for FY 2022/23.

* * * * *

RESOLUTION NO. 2021/**

July 27, 2021

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 27th day of July 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**



2021

June 30, 2021

Carlos Zepeda
City of Antioch
Streets Superintendent
1201 West 4th
Antioch, CA 94509
925-779-6953
czepeda@ci.antioch.ca.us

Mr. Zepeda,

In order to maintain the highest level of service for Rain Master® central control products, Rain Master has appointed SiteOne® Green Tech (S1GT) as the exclusive, sole provider of DX3™ and Evolution™ DX2 central control products in the State of California. This includes:

- All DX3 sub-master and satellite controllers
- All Evolution DX2 sub-master and satellite controllers
- All LAGUNA™ software packages
- All DX3 and Evolution DX2 related accessories and service parts

Due to the technical nature of central control components, field service and support may be necessary. The S1GT commitment to provide testing and service for the system would not be possible with open distribution. S1GT is also qualified to perform installations and upgrades as your organization sees fit.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sergio Ramos".

Sergio Ramos
Product Marketing Manager | Irrigation Business
(O) 951-785-3453 | sergio.ramos@rainmaster.com



ATTACHMENT "C"

Bid



Pacheco CA #303
 130 S Buchanan Cir Ste A
 Pacheco, CA 94553-5125
 W: (925)680-7620

Bill To:

City Of Antioch Attn: Accounts Attn: Accounts
 Paya (#202028)
 PO Box 5007
 Antioch, CA 94531-5007
 W: (925)779-7055 xA/P

Ship To:

City Of Antioch Attn: Accounts Attn: Accounts
 Paya (#202028)
 PO Box 5007
 Antioch, CA 94531-5007
 W: (925)779-7055 xA/P

Created	Quote#	Due Date	Expected Award Date	Expiration Date
07/12/2021	5229616	08/12/2021	08/12/2021	08/12/2021

Printed	Job Name	Job Description	Job Start Date
07/12/2021 15:34:45	Sole Source Pricing		08/12/2021

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	SA6-RM6-48	GT RMDX3-48 16SS Sat Assy Item Note: 48 StationTop Entry Rain Master DX3	1	10,625.000	10,625.00
2	DX3CA	GT DX3 Cell Modem & Antenna Assembly Item Note: Cellular Communication - 10 years of service included	1	3,758.000	3,758.00
3	PMR-CAC	Promax Remote Cac-Receiver	1	1,355.000	1,355.00
4					
5	GTSERVICE	GT Service Item Note: Services offered at \$110/hour. Communication, electrical, and hydraulic troubleshooting.	1	110.000	110.00
6	GTINSTALL	GT Installation Labor Item Note: Price per hour for installation services: typical 48 station controller install is 6-8 hours.	1	110.000	110.00

Total Price: \$ 15,958.00

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.
 Local tax may differ based on locations and local codes.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Assistant Engineer

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Resolution Approving the Final Map for Park Ridge Unit 6 and 7 Subdivision 9563 & 9564 (Davidon Homes) and Execution of Grant of Easement from the City of Antioch to Davidon Homes (PW 674-6 & 7)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the final map and improvement plans for Park Ridge Units 6 and 7 9563 & 9564 and execution of grant of easement from the City of Antioch to Davidon Homes (PW 674-6 & 7).

FISCAL IMPACT

There is no projected financial impact. The Developer has paid all required fees and is responsible for all costs of construction and maintenance until the City Council accepts the improvements.

DISCUSSION

On March 9, 2010, the City Council adopted Resolution No. 2010/21 approving a Final Planned Development, Vesting Tentative Map and Use Permit for development of 525 single family homes, 25 acres of open space, and an 8.22-acre neighborhood park for the Park Ridge subdivision project. On July 9, 2013, the City Council adopted Ordinance No. 2069-C-S approving a Development Agreement between the City and Davidon Homes regarding the property and project. The approximately 170-acre project is generally located west of State Route 4, east of Canada Valley Road, and south of Laurel Road.

The subject final map for Phase 6 and 7 of the project creates 121 single family lots along the northeast portion of the project. An existing boundary including both Phase 6 and 7 was annexed into City Wide Lighting and Landscaping District 10 Zone 1 on January 12, 2021. The subject final maps are in substantial conformance with the Vesting Tentative Map and is consistent with the Antioch General Plan.

Davidon Homes has requested from the City of Antioch a 12 feet-wide, 1,665 square feet, landscape maintenance easement for the maintenance of a 0.23-acre bioretention basin on Davidon Homes property. The landscape maintenance easement resides on a 3.8-

 R
Agenda Item #

acre City-owned parcel (APN: 053-570-090) currently serving as an undeveloped open space area. Dedication of easement to Davidon Homes is necessary for the construction and maintenance of the bioretention basin. Dedication of easement will not conflict with the City's current usage or access to parcel.

ATTACHMENTS

- A. Resolution
- B. Vicinity Map
- C. Grant of Easement

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FINAL MAP FOR PARK RIDGE UNIT 6 & 7 SUBDIVISION
9563 & 9564 (DAVIDON HOMES) AND EXECUTION OF GRANT OF
EASEMENT FROM THE CITY OF ANTIOCH TO DAVIDON HOMES
(PW 674-6 & 7)**

WHEREAS, Davidon Homes has filed with the City Engineer and requested approval of said final maps entitled "Park Ridge Unit 6 Subdivision 9563" and "Park Ridge Unit 7 Subdivision 9564";

WHEREAS, on March 9, 2010 the City Council adopted Resolution No. 2010/21 approving a Final Planned Development, Vesting Tentative Map and Use Permit for the Park Ridge subdivision project;

WHEREAS, on July 9, 2013 the City Council adopted Ordinance No. 20-69-CS approving a Development Agreement between the City and Davidon Homes regarding the property and project;

WHEREAS, this City Council has specifically found that the final maps are in complete compliance with the provisions of the Antioch General Plan;

WHEREAS, this City Council has specifically found that the site of these final maps are specifically suitable for the type of development proposed;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause serious public health problems;

WHEREAS, this City Council has specifically found that the design of the subdivision will not conflict with easements acquired by the public at large for access through or use of property within this proposed subdivision;

WHEREAS, the Subdivider has paid all the necessary fees, made all deposits required to date, and submitted a Subdivision Improvement Agreement and the required bonds;

WHEREAS, the City of Antioch has formed the City Wide Lighting and Landscaping District 10 Zone 1 pursuant to Streets and Highways Code §225000 et seq.;

WHEREAS, Park Ridge Unit 6 Subdivision 9563 and Park Ridge Unit 7 Subdivision 9564 has been annexed into the City Wide Lighting and Landscaping District 10 Zone 1;

WHEREAS, City has received a request for the dedication of a landscape maintenance easement on City-owned parcel (APN: 053-570-090);

WHEREAS, Parcel (APN: 053-570-090) is currently serving as open space and landscape maintenance easement will not conflict with City's usage of the parcel;

WHEREAS, Easement dedication shall be of benefit to the City and Davidon Homes for maintenance purposes;

NOW, THEREFORE, BE IT RESOLVED that the final map for Park Ridge Unit 6 Subdivision 9563 and Park Ridge Unit 7 Subdivision 9564 are hereby approved.

BE IT FURTHER RESOLVED that all street and other easements offered for dedication on said final map are hereby accepted.

BE IT FURTHER RESOLVED that the City Manager of the City of Antioch is hereby authorized to execute Subdivision Improvement Agreements and Grant of Easement from City of Antioch to Davidon Homes.

* * * * *

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 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT 'B'

VICINITY MAP



ATTACHMENT "C"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Antioch City Hall
P.O. Box 5007
Antioch, CA 94531-5007
Attention: City Clerk

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

GRANT OF EASEMENT

The CITY OF ANTIOCH, a municipal corporation ("Grantor"), does hereby grant to DAVIDON HOMES, a California limited partnership ("Grantee"), a perpetual LANDSCAPE MAINTENANCE EASEMENT, with right of ingress and egress, for the purpose of maintenance of landscape and storm water facilities, together with appurtenances thereof, along, over, across, and in a portion of that certain parcel of land in the City of Antioch, County of Contra Costa, State of California, more particularly described in Exhibit A, attached hereto and by reference incorporated herein.

All of the rights, or any of them, granted by this instrument by said City of Antioch may, at the option of said City, be assigned without warranty, express or implied, to any person, firm, or corporation authorized by law to operate or maintain a public utility, or utility structures and facilities, on such terms and conditions as may be designated by said City.

Date: _____

**CITY OF ANTIOCH,
a California Municipal Corporation**

By: _____
Rowland E. Bernal Jr., City Manager



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II

APPROVED BY: John Samuelson, Director of Public Works/City Engineer JS

SUBJECT: Formation of a Community Facilities District for the Laurel Ranch Residential Project

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Authorizing the California Statewide Communities Development Authority ("CSCDA") to form a Community Facilities District (CFD) within the City of Antioch to finance certain public improvements,
2. Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the CFD financing,
3. Approving an acquisition agreement between the City and the Developer or its assignee, and
4. Authorizing City staff to cooperate with CSCDA and its consultants in connection with the CFD formation and financing.

FISCAL IMPACT

There is no fiscal impact related to this item. The Developer is responsible for all the costs associated with forming the CFD and issuing the bonds. There is no cost to the City's General Fund related to the adoption of the attached resolution. The Laurel Ranch residential project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City.

DISCUSSION

The Laurel Ranch Project (Project") of Richland Communities ("Developer") located in the City of Antioch ("City") involves the development of approximately 52.68 acres of property. The Project will be comprised of 179 tentative mapped lots which will consist of 92 cluster lots and 87 traditional single family lots. Off-site work on Laurel Road and Country Hills Drive is currently underway, pursuant to a cost sharing agreement with Davidon Homes.

The Developer of the Laurel Ranch Project has requested public financing of certain public improvements associated with the Project. To accomplish this, the Developer has requested the California Statewide Communities Development Authority ("CSCDA") form a community facilities district ("CFD"). CSCDA would issue bonds to pay for improvements and levy a special tax on the property to pay debt service on the bonds.

Authorized Improvements that may be funded through the CFD include in-tract improvements, as well as improvements to Laurel Road and Country Hill Drive. In addition, the East Lone Tree Specific Plan Infrastructure Fee may be added; however, that would be as a taxable bond as to not have to meet the 3-year expenditure requirement. The total tax burden with the CFD is estimated at 1.67% (exclusive of HOA fees) for either tax exempt and/or taxable bonds combined. This is based on an average home value of \$662,000 and includes the City's service and maintenance fees charges.

The following table provides an estimated budget for the project and the estimated funding to be provided by the CFD.

Authorized Facilities and Fees	
(a) In-Tract Improvements	\$4,496,029
(b) Laurel Road Improvements	2,980,798
(c) Country Hill Drive Improvements	2,068,103
(d) East Lone Tree Specific Plan Infrastructure Fee	2,774,500
Total Authorized ^[1]	\$12,319,430
Developer's Contribution*	\$6,488,351
Estimated Net Funded Amount*	\$5,831,079
Par Amount of CFD Bonds* ^[2]	\$6,725,000

**Preliminary; subject to change*

[1] Source: Development Planning & Financing Group, Inc.

[2] Assumes funding of: Debt Service Reserve Fund sized to 125% Average Annual Debt Service; Capitalized Interest for 1 year; and Costs of Issuance including legal, special tax consultant, CSCDA issuance fee, underwriter's discount and other costs associated with the issuance of the CFD bonds.

For CSCDA to proceed, the City Council, as the legislative body of the jurisdiction in which the project is located, is required to authorize the formation of the Laurel Ranch CFD, approve related agreements and authorize actions related to the improvements constructed and fees to be paid.

While the City has the same authority to form Special Districts, to issue the bonds and to levy assessments or special taxes to pay such bonds as CSCDA under the Statewide Communities Infrastructure Program ("SCIP") program, there is an administrative advantage in allowing CSCDA to be the lead agency in the process. By allowing developers to use the SCIP CFD process, the City avoids all of the administrative responsibility in (1) establishing a Special District and (2) issuing and administering the municipal bonds used to finance the public improvements or development impact fees secured by the property within the Special District. CSCDA assumes all responsibility for the issuance and payment of the municipal bonds and placing the annual assessments or special taxes on the property tax roll. The liability for the bonds is secured by a lien on

the property included in the Special District, and therefore, if necessary, CSCDA would initiate foreclosure on property with delinquent payments. Per the attached resolution, the City acknowledges that CSCDA has adopted Local Goals and Policies and approves the use of those Local Goals and Policies in connection with the CFD.

The City does not desire to allocate City resources and City staff time to the formation and administration of a CFD and to the issuance of bonds. Staff is proposing that the CFD be formed through the CSCDA. CSCDA offers CFD financing through the Statewide Communities Infrastructure Program, of which the City has been a member since March 14, 2017.

The resolution, included as Attachment A, accomplishes the following:

- Authorizes the CSCDA to form a CFD, with boundaries substantially as shown in Exhibit A, to finance a proposed list of city facilities and public improvements at no cost to the City and without binding or obligating the City's general fund or taxing authority;
- Approves the list of improvements and fees to be financed (Exhibit B);
- Provides that CSCDA is the issuer of any bonds and is fully responsible for their issuance and administration;
- Contains the provisions necessary to embody the requirements of and to constitute, along with the Joint Powers Agreement governing CSCDA (to which the City is a party), a joint community facilities agreement between the City and the Authority under the Mello-Roos Act;
- Authorizes the City Manager or designee to execute the form of Acquisition Agreement (Exhibit C) on behalf of the City in substantially the form as attached, with such changes as shall be approved by the City Manager after consultation with the City Attorney; and
- Authorizes the City Manager or their designee to cooperate with CSCDA and to execute certificates and documents in connection with a future bond issuance for the CFD.

ATTACHMENTS

A. Resolution

- Exhibits A through C

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH (1) AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FORM A COMMUNITY FACILITIES DISTRICT (CFD) WITHIN THE TERRITORIAL LIMITS OF THE CITY OF ANTIOCH TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; (2) EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF THE CFD FINANCING; (3) APPROVING TWO ACQUISITION AGREEMENTS; AND (4) AUTHORIZING STAFF TO COOPERATE WITH THE AUTHORITY AND ITS CONSULTANTS IN CONNECTION THEREWITH.

WHEREAS, the City of Antioch ("City") is a municipal corporation duly organized and existing under and by virtue of the laws of the State of California ("State");

WHEREAS, the California Statewide Communities Development Authority ("Authority") is a California joint-exercise of powers authority lawfully formed and operating within the State pursuant to an agreement ("Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code;

WHEREAS, the City is a party to the Joint Powers Agreement and by virtue thereof a member ("Program Participant") of the Authority;

WHEREAS, the Joint Powers Agreement was entered into to establish the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants;

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants;

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Act") is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development;

WHEREAS, there is a development project in the City known as "Laurel Ranch" (the "Development Project") and Richland Developers, Inc., the developer of the Development Project ("Richland"), has requested the City to consider formation of a CFD for the Development Project under the Act in order to finance certain capital improvements of the City that are required for the Development Project ("Improvements");

WHEREAS, the City does not desire to allocate City resources and City staff time to the formation and administration of a CFD and to the issuance of bonds;

RESOLUTION NO. 2021/**

July 27, 2021

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WHEREAS, the Improvements will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City;

WHEREAS, both the Authority and City are "local agencies" under the Act;

WHEREAS, the Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act;

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form a CFD within the territorial limits of the City to finance the Improvements;

WHEREAS, a form of Acquisition Agreement between the Authority, City, Davidon Homes ("Davidon") and Richland relating to certain Improvements to be constructed by Davidon (the "Davidon Acquisition Agreement") has been presented to the City Council and is on file with the City Clerk;

WHEREAS, a form of Acquisition Agreement between the Authority, City, and KB HOME North Bay LLC ("KB") relating to certain Improvements to be constructed by KB (the "KB Acquisition Agreement") has been presented to the City Council and is on file with the City Clerk;

WHEREAS, a form of Acquisition Agreement between the Authority, City and Richland relating to certain Improvements to be constructed by Richland (the "Richland Acquisition Agreement" and, with the Davidon Acquisition Agreement and the KB Acquisition Agreement, the "Acquisition Agreements") has been presented to the City Council and is on file with the City Clerk;

WHEREAS, nothing herein constitutes the City's approval of any applications, Development Project entitlements and/or permits, and such, to the extent required in the future, are subject to and contingent upon City Council approval following, to the extent applicable, environmental review in compliance with the California Environmental Quality Act ("CEQA");

WHEREAS, nothing herein affects, without limitation, requirements for and/or compliance with any and all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting; and

WHEREAS, the City Council is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Antioch that it does hereby find, determine, declare and resolve as follows:

Section 1. The City hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to municipal affairs of the City and the statements, findings and determinations of the City set forth in the recitals above and in the preambles of the documents approved herein are true and correct.

Section 2. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, and under the Authority's Local Goals and Policies (see below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a CFD with boundaries substantially as shown on Exhibit A, attached hereto, and to authorize a special tax and to issue bonds with respect thereto. The CFD may be segregated into one or more improvement areas at the discretion of the Authority and Richland or its successor in interest or assignee.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a joint community facilities agreement between the City and the Authority under the Act. As, without this resolution, the Authority has no power to conduct proceedings under the Act to form the CFD, adoption by the Commission of the Authority of the Resolution of Intention to form the CFD under the Act shall constitute acceptance of the terms hereof by the Authority.

Section 4. This resolution and the agreement it embodies are determined to be beneficial to the residents/customers of the City and are in the best interests of the residents of the City, and of the future residents of the area within the CFD.

Section 5. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Act. The City approves the use of those Local Goals and Policies in connection with the CFD. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the CFD.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the CFD and to have it authorize the financing of the facilities and fees set forth on Exhibit B, attached hereto. All of the facilities (whether to be financed directly or through fees) are facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The facilities (including facilities to be financed through the fees) are referred to herein as the "Improvements" and the fees are referred to herein as the "Fees."

Section 7. The City Council certifies to the Commission of the Authority that all of the Improvements (including improvements to be constructed or acquired with

RESOLUTION NO. 2021/**

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the proceeds allocated to the Fees) are necessary to meet increased demands placed upon the City as a result of development occurring or expected to occur within the CFD. Joint community facilities agreements with other local agencies, if any, will each contain a certification with respect to the facilities (including facilities funded from Fees) to be owned by the other local agencies equivalent to that made by the City in this paragraph.

Section 8. The Authority will apply the special tax collections initially as required by the Acquisition Agreements and then pursuant to the documents under which any bonds are issued; and thereafter, to the extent not provided in the bond documents, the Authority may pay its own reasonable administrative costs incurred in the administration of the CFD. The Authority will remit any special tax revenues remaining after the final retirement of all bonds to the City and to the other local agencies in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized Improvements and its own administrative costs only as permitted by the Act. The joint community facilities agreements with other local agencies must require the other local agencies to apply the special tax revenues they receive for their authorized facilities under the CFD and for their own related administrative costs only as permitted by the Act.

Section 9. The Authority will administer the CFD, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the CFD (other than as a party to the agreement embodied by this resolution) nor will the City be or be considered to be an issuer of the bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with other local agencies.

Section 10. In the event the Authority completes issuance and sale of bonds, and bond proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for a portion of such proceeds (the "Acquisition and Construction Fund"). The portion of bond proceeds which is intended to be utilized to finance the Improvements shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for Improvements (including Improvements funded from Fees) and for the facilities pertaining to the other local agencies that have entered into a joint community facilities agreement. The City shall

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provide a pro rata credit to the property owner(s) in respect of the amount of any Fees for which bond proceeds are allocated and deposited in a separate account of the Acquisition and Construction Fund.

Section 11. As respects the Authority and the other local agencies, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the Improvements including the administration and expenditure of the Fees, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and the other local agencies shall have no responsibility in that regard. The City reserves the right, as respects Davidon, KB and Richland, to require Davidon, KB and/or Richland to contract with the City to assume any portion or all of this responsibility, which the City intends to do pursuant to the Acquisition Agreements. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with the other local agencies.

Section 12. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and the other local agencies and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the Improvements, including Improvements funded from Fees. The City reserves the right, as respects Davidon, KB and Richland, to require Davidon, KB and/or Richland to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with the other local agencies naming the City and its officers, agents and employees as Indemnified Parties with respect to the other local agencies' Improvements.

Section 13. As respects the Authority, the City agrees – once the Improvements are constructed according to the approved plans and specifications, and the City, Davidon, KB and Richland have put in place their agreed arrangements for the funding of maintenance of the Improvements – to accept ownership of the Improvements, to take maintenance responsibility for the Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the Improvements. The City reserves the right, as respects Davidon, KB and Richland, to require Davidon, KB and/or Richland by contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with other local agencies naming the City and its officers, agents and employees as Indemnified Parties.

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Section 14. The City acknowledges the requirement of the Act that if the Improvements are not completed prior to the adoption, by the Authority Commission, of the Resolution of Formation of the CFD, the Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects Davidon, KB and Richland, to assign appropriate responsibility for compliance with this paragraph to Davidon, KB and/or Richland.

Section 15. The forms of the Acquisition Agreements attached hereto as Exhibit C are hereby approved, and the City Manager or such officer's designee (the "Authorized Officer") is authorized to execute, and deliver to Davidon, KB and Richland, respectively, the Acquisition Agreements, on behalf of the City in substantially such forms, with such changes as shall be approved by the Authorized Officer, Richland, KB and Davidon, after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 16. After completion of the Improvements and appropriate arrangements for the maintenance of the Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Act and in the Acquisition Agreements, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the Improvements shall be undertaken as provided in the Acquisition Agreements. The City Council hereby waives its policies regarding bidding, contracting and construction requirements to the extent the bidding requirements set forth in Exhibit C to the Acquisition Agreements are inconsistent with such policies.

Section 17. The City hereby consents to the formation of the CFD in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFD with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the bonds, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 18. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

RESOLUTION NO. 2021/**

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Section 19. Except to the extent of the indemnifications extended to the other local agencies in the Agreement embodied by this resolution, and the City's agreement to take responsibility for and ownership of the Improvements, no person or entity, including the Davidon, KB and Richland, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 20. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and the other local agencies to the extent of the indemnification provisions and the provisions whereby the local agencies agree to take responsibility for and ownership of their facilities.

Section 21. This resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the CFD proceedings has ended or is otherwise terminated.

Section 22. The City Council hereby authorizes and directs the Authorized Officer and other appropriate City staff to cooperate with the Authority and its consultants and to do all things necessary and appropriate to carry out the intent of this resolution and the CFD financing, and to execute any and all certificates and documents in connection with the bond issuance as shall be approved by the Authorized Officer after consultation with the City Attorney and the Authority's bond counsel.

Section 23. The City Council hereby approves delivery of a certified copy of this resolution to the Authority's Bond Counsel, Orrick, Herrington & Sutcliffe LLP.

Section 24. This Resolution shall take effect upon its adoption.

* * * * *

RESOLUTION NO. 2021/**
July 27, 2021
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I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of July 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

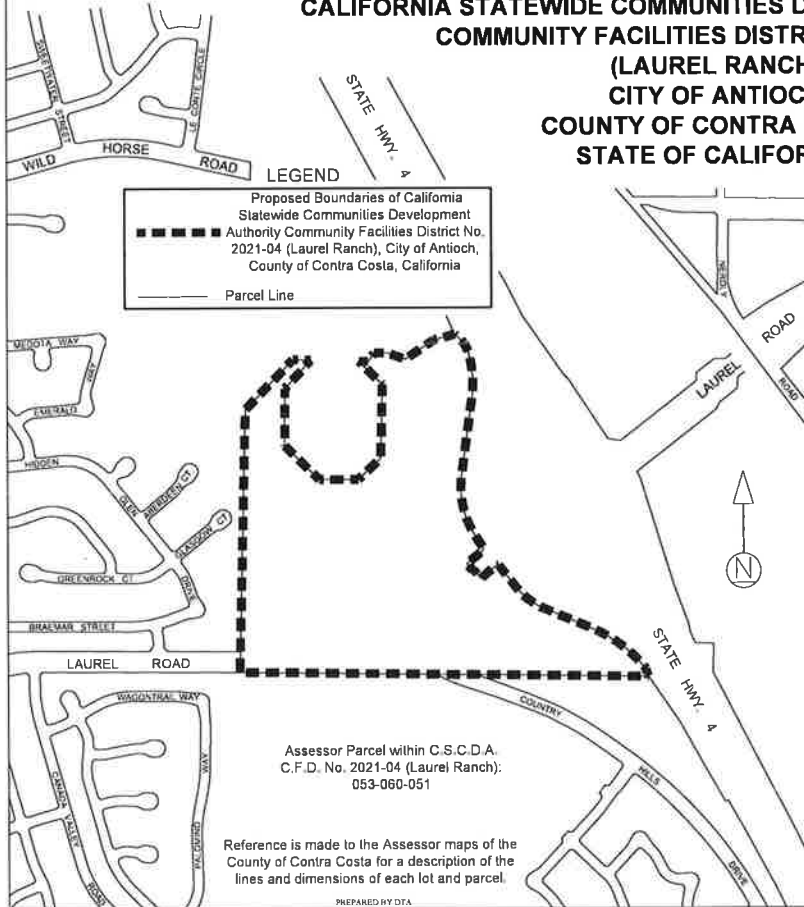
ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A - CFD 2021-07 LAUREL RANCH MAP

SHEET 1 OF 1

PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2021-04
(LAUREL RANCH)
CITY OF ANTIOCH
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



(1) Filed in the office of the Secretary of California Statewide Communities Development Authority this ____ day of _____, 2021.

Secretary, California Statewide Communities Development Authority

(2) I hereby certify that the within map showing proposed boundaries of California Statewide Communities Development Authority Community Facilities District No. 2021-04 (Laurel Ranch), City of Antioch, County of Contra Costa, State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on this ____ day of _____, 2021, by its resolution No. _____

Secretary, California Statewide Communities Development Authority

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2021, at _____ m., in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the county recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$ _____.

Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____

Deputy Recorder

EXHIBIT B

AUTHORIZED IMPROVEMENTS AND FEES

1. Preliminary and Incidental Expense and Appurtenant Work and Improvements

Generally, for each of the following categories of public capital facilities to be acquired, constructed and installed on public property (including dedicated rights-of-way and public easements), the authorized facilities shall be deemed to include the cost and expense of mobilization, clearing, grubbing, protective fencing and erosion control, excavation, curb, gutter and sidewalks, base and finish paving, concrete work, striping, traffic signage, traffic signals, streetlights, landscaping, irrigation, barricades, undergrounding of various utilities, and related appurtenant work and facilities, together with the cost and expense of engineering design, plan review, project management, construction-related surety bonds or like security instruments, construction staking and management, inspection, and any like fees and costs incidental to such acquisition, construction and installation.

2. Public Capital Improvements and Fees

Roadway improvements, including Laurel Road and Country Hills Drive; sanitary sewer improvements; water improvements; storm drain improvements; joint trench improvements including public utilities; and offsite walls and fences.

All public capital improvements eligible for funding by and through the City's East Lone Tree Specific Plan Infrastructure Fee and any development impact fee or infrastructure fee that replaces such fee in the future.

EXHIBIT C – (1 of 3)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND AMONG

CSCDA,

CITY OF ANTIOCH,

[DAVIDON]

AND

[RICHLAND]

Dated as of [____], 2021

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ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the City of Antioch, (the "City"), California Statewide Communities Development Authority (the "Authority"), [Davidon], a [] limited liability company ("Davidon") and _____, a _____ ("Richland").

B. The effective date of this Agreement is [], 2021.

C. Richland has applied for the financing of certain public capital improvements (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority"). The public capital improvements are to be owned and operated by the City, and the financing is to be accomplished through a Community Facilities District which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Section 53311 and following (the "Act"). On [], 2021, the City adopted Resolution No. [] authorizing the Authority to form a community facilities district (the "Community Facilities District") within the territorial limits of the City to finance the Acquisition Improvements. The Authority has commenced proceedings and is expected to form the Community Facilities District on [], 2021 and, on the same date, conduct a landowner election conferring the Community Facilities District authority on the Authority Commission.

D. Pursuant to the authority of the Community Facilities District, the Authority intends to levy special taxes and issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the special taxes and bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, as such amount becomes available from time to time, is referred to herein as the "Available Amount".

E. The Authority will provide financing for the acquisition by the City of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from time to time in any number of installments from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements.

F. The parties anticipate that, upon completion of the Acquisition Improvements, and subject to the terms and conditions of this Agreement, the City will acquire the constructed Acquisition Improvements. Acquisition Improvements do not need to be dedicated to and accepted by the City as a condition precedent to payment but any such payment shall not be made until the Acquisition Improvement has been constructed and completed in accordance with this Agreement.

G. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available Amount, and no other funds whatsoever of the City shall be obligated therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (the Acquisition Improvements), Exhibit B (Disbursement Request Form), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

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

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

“Acquisition and Construction Fund” means the fund or funds established by the Authority pursuant to the Resolution and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means each of the public capital improvements listed as items A-E, inclusive, in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to Richland upon acquisition of an Acquisition Improvement as provided in Section 2.03, not to exceed the lesser of (i) the Actual Cost of the Acquisition Improvement and (ii) the Richland Contribution to the Acquisition Improvement.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by Davidon to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) Davidon’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) Davidon’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) Davidon’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) Davidon’s cost of biological monitoring required for such Acquisition Improvement, (f) the amount of any fees actually paid by Davidon to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, but not including development impact fees or capital facilities charges, (g) Davidon’s cost paid to third parties for construction and project management, administration and supervision services for such Acquisition Improvement, and (h) Davidon’s cost paid to third parties for professional services related to such Acquisition

Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services.

“Actual Cost Certificate” means a certificate prepared by Davidon detailing the Actual Cost of an Acquisition Improvement to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [____], 2021.

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital D.

“Bonds” means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

“City” means City of Antioch.

“City Engineer” means the Engineer of the City or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Code” means the Government Code of the State of California.

“Community Facilities District” shall have the meaning assigned to the term in Recital C.

“Davidon” means [Davidon], a [____] limited liability company, its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement in substantially the form contained in Exhibit B hereto.

“Project” means Richland’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by Davidon and Richland within or serving the Community Facilities District.

“Resolution” means City of Antioch Resolution No. [____], adopted [____], 2021, authorizing execution and delivery of this Agreement.

“Richland” means _____, a _____ and its successors and assigns.

“Richland Contribution” means the amount of funding advanced by Richland to Davidon

for an Acquisition Improvement.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the City, where applicable.

Section 1.02. Establishment of Community Facilities District. Richland has requested the City to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the City agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on [____], 2021, and through the landowner election to be held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. Richland and the City agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series.

Section 1.03. Deposit and Use of Available Amount.

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority shall be deposited in the Acquisition and Construction Fund established by the Authority pursuant to the terms of the Resolution, and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) If not already established pursuant to the Resolution, upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to Richland or a third party designated in writing by Richland to the City to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the City as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority

and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

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

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. Davidon has awarded and administered (or caused to be awarded and administered), or will award and administer (or cause to award and administer), engineering design contracts for the Acquisition Improvements to be acquired hereunder. All eligible expenditures of Davidon for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. Richland shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the City. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Davidon agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. Davidon agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. Davidon's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. Davidon agrees to sell to the City each Acquisition Improvement to be constructed Davidon when the Acquisition Improvement has been constructed and is complete to the satisfaction of the City for an amount equal to the lesser of (i) the Actual Cost of the Acquisition Improvement and (ii) Richland's Contribution to the Acquisition Improvement, but solely from the Available Amount. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. At the time of completion of each Acquisition Improvement Davidon shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, the amount of the

Richland Contribution to the Acquisition Improvement, and executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by Davidon fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise Davidon that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from Davidon. If the further documentation is still not adequate, the City Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private improvements. In those instances, a portion of the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the City Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the City Engineer. The costs of biological monitoring as required by the pertinent natural resource permits needed to install the public improvements will be allocated to each Acquisition Improvement as approved by the City Engineer.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to Richland or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the City Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all City regulations and ordinances and is otherwise complete and ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) Davidon shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) Richland shall not be delinquent in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by Richland within the Community Facilities District.

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

(d) Richland shall have provided the City with Title Documents needed to provide the City with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the City and shall convey Acceptable Title. Davidon shall provide a policy of title insurance as

of the date of transfer in a form acceptable to the City Engineer and the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and Davidon. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to Richland or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price.

Section 2.05. Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to Richland or its designee of the amount pursuant to the Authority Trust Agreement.

The payment of the Acquisition Price for completed Acquisition Improvements is not contingent upon completion of all subdivision improvements for the Project and is not contingent upon formal acceptance of dedicated improvements by the City Council.

The City and Richland acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement has been completed or what the Actual Costs may be with respect to the Acquisition Improvement. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that a Disbursement Request Form requests disbursement for payment of the Acquisition Price of an Acquisition Improvement in excess of the Available Amount then on hand, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to Richland or its designee. The unpaid portion of the Acquisition Price shall be paid from an Available Amount that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds or from Special Tax revenues, if either of those occurs. Under no circumstances shall funds be disbursed from the Available Amount to Davidon without the written consent of Richland.

Section 2.06. Limitation on Obligations. In no event shall the City be required to pay Richland or its designee more than the amounts held in the Acquisition and Construction Fund at any given time, although the parties acknowledge and agree that the Acquisition Price may be paid in one or more installments over time as additional Available Amounts become available.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. Davidon hereby assumes the defense of, and indemnifies and saves harmless the City, the Authority and their respective

officers, directors, employees and agents, including the Authority Trustee, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of Davidon or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by Davidon; provided that nothing in this Section 3.01 shall limit in any manner the City's rights against any of Davidon's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of Davidon for payment of damages resulting from the operations of Davidon, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that Davidon agrees to indemnify the City, the Authority or any of their respective officers, directors, employees or agents, for any wrongful acts or omissions to act of the Authority or its officers, employees, agents or any consultants or contractors, including the Authority Trustee, and for any wrongful acts, willful misconduct, active negligence or omissions to act of the City, or its officers, employees, agents or any consultants or contractors, including the Authority Trustee.

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

Section 3.03. Cooperation. The City and Richland agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The City, Davidon and Richland agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

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

Section 3.05. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the City's or Davidon's contractors for the Acquisition Improvements and any of the City's, the Authority's, or Davidon's or Richland's agents and employees.

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

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

If to the Authority:

California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, CA 95814
Attention: Chair

If to the City:

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

If to Davidon:

[Davidon]
[]
[]

If to Richland:

[Richland]
[]
[]

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

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

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

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise

its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

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

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

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. Davidon may not assign its rights or obligations hereunder without the prior written consent of the City and Richland. Notwithstanding the foregoing, Richland may direct in writing that the Acquisition Price of any Acquisition Improvement be payable to a third-party other than Richland, and such delegation shall not be considered an assignment under this Agreement. Richland may not assign its rights and obligations hereunder, except to successors-in-interest to the property within the Community Facilities District, without the prior written consent of the City.

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

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

Section 3.15. Non-Liability of the Authority. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement, except only to the extent amounts are received for the payment thereof from the Special Tax.

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

CITY OF ANTIOCH

By _____
Authorized Officer

ATTEST:

City Clerk

By _____

APPROVED AS TO FORM:

City Attorney

By _____

[DAVIDON],
a [_____] limited liability company

By _____
(Signature)

(Print Name)

[RICHLAND],

a [_____]

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,

a [_____]

By _____
(Signature)

(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT

**DESCRIPTION OF ACQUISITION IMPROVEMENTS
AND BUDGETED AMOUNTS**

Attachment 1
Richland Communities
Laurel Ranch
Preliminary List of Potential Eligible Facilities and Fees

Facility Description	Budget	Potentially Eligible [1]
<u>In-Tract Improvements</u>	Total	
Grading	\$ 2,178,964	\$ -
Erosion Control	399,764	-
Sanitary Sewer	838,771	838,771
Water	1,183,286	1,183,286
Storm Drain	1,179,177	1,179,177
Concrete	831,667	-
Street Surface	1,933,894	1,933,894
Signage & Striping	39,500	39,500
Joint Trench	2,562,500	-
Temporary Utility	48,875	-
Street Lights	50,000	50,000
Landscaping	221,050	-
Offsite Walls & Fences	2,479,640	-
Maintenance & Clean-up	189,000	-
Compliance	2,285,250	-
Contingency	1,642,134	522,463
Total:	\$ 18,063,472	5,747,091
Per Unit:	\$ 100,913.25	\$ 32,107

Attachment 1 (Continued)
Richland Communities
50x80 Total
Preliminary List of Potential Eligible Facilities and Fees

<u>Richland Share of Laurel Road Costs (Constructed by Davidon)</u>			
Land Planning	\$	496	\$ 496
Civil Engineering		239,641	239,641
Surveying		47,955	47,955
Landscape Architecture		16,107	16,107
Soil Engineer		159,728	159,728
Other		27,300	27,300
Site Prep		252,999	252,999
Grading		769,080	769,080
Subdrainis		4,403	4,403
Sanitary Sewer		55,421	55,421
Water System		250,129	250,129
Storm Drain		52,175	52,175
Public Utility		834,642	-
Street Work		739,876	739,876
Concrete Work		175,878	175,878
Concrete R&R		13,650	-
Electroliers		34,020	34,020
Retaining Walls		5,880	5,880
Signage		12,665	12,665
Landscaping		137,045	137,045
Alternate Items		776,939	-
City Fees at Final Map		319,016	-
Total:		\$ 4,925,045	2,980,798
Per Unit:		\$ 27,514.22	\$ 16,653

Attachment 1 (Continued)
Richland Communities
Laurel Ranch
Preliminary List of Potential Eligible Facilities and Fees

<u>Richland Share of Country Hills Dirve Costs (Constructed by Davidon)</u>		
Land Planning	\$ -	\$ -
Civil Engineering	66,429	66,429
Surveying	37,734	37,734
Landscape Architecture	2,448	2,448
Soil Engineer	17,890	17,890
Other	3,874	3,874
Site Prep	24,008	24,008
Grading	61,652	61,652
Subdrainis	10,518	10,518
Sanitary Sewer	260,755	260,755
Water System	685,414	685,414
Storm Drain	325,925	325,925
Public Utility	61,356	-
Street Work	121,934	121,934
Concrete Work	326,724	326,724
Concrete R&R	1,336	-
Electroliers	31,980	31,980
Retaining Walls	1,246	1,246
Signage	6,280	6,280
Landscaping	83,292	83,292
Alternate Items	414,111	-
City Fees at Final Map	46,998	-
Total:	2,591,904	2,068,103
Per Unit:	14,480	11,554
<hr/>		
Total Improvements:		10,795,992
Per Unit:		60,313

All costs shown in Exhibit A are estimates of the costs of the Acquisition Improvements and are not intended to limit the Acquisition Price of the Acquisition Improvements, it being understood that the amount funded from the Available Amount from time to time for all Acquisition Improvements to be acquired hereunder shall not be substantially greater than the Estimated Total Budgeted Amount shown above. The Acquisition Price of the Acquisition Improvements will be the Actual Costs, as determined pursuant to Article II of the Acquisition Agreement, less the oversized portion of the Acquisition Improvement, if any, but payment of the Acquisition Price is dependent upon the availability of the Available Amount, as specified in Section 2.03.

EXHIBIT B TO THE ACQUISITION AGREEMENT

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement)**

To: [Authority Trustee]
Attention: _____
Fax: _____
Phone: _____

Re: CSCDA Community Facilities District No. _____

The undersigned, a duly authorized officer of the CITY OF ANTIOCH hereby requests a withdrawal from the City of Antioch [Laurel Ranch] Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer
or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

CITY OF ANTIOCH

By: _____

Title: _____

EXHIBIT C TO THE ACQUISITION AGREEMENT

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

The following requirements shall apply to all Acquisition Improvements unless waived by the City Council.

With respect to construction contracts awarded after approval of the Agreement, bids for construction shall be solicited from qualified contractors. Davidon may directly solicit bids. The bid package may consist of preliminary plans and specifications. A minimum of three bids is preferred, but not mandatory. Davidon shall provide documentation of its solicitation efforts.

Each bidder will be provided with detailed Scopes of Work (SOW), Instructions to Bidders (ITB) along with detailed and itemized bid sheets with estimated quantities.

The bidding response time shall be not less than three (3) weeks.

Contract(s) for the construction of the public Acquisition Improvements shall be awarded based on the completeness of the bids, pricing and ability to meet the construction schedule, as determined by Davidon and approved by the City on a "lowest responsible bidder or best value basis" depending on the number of bids received.

The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates is available from the State Department of Industrial Relations.

Davidon shall provide the City with certified payrolls, supporting documents, and a certification of compliance from Davidon's labor compliance consultant.

EXHIBIT C – (2 of 3)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND AMONG
CSCDA,
CITY OF ANTIOCH
AND
KB HOME NORTH BAY LLC

Dated as of [____], 2021

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ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the City of Antioch, (the "City"), California Statewide Communities Development Authority (the "Authority"), and _____, a _____ (the "Developer").

B. The effective date of this Agreement is [____], 2021.

C. The Developer has applied for the financing of certain public capital improvements (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority"). The public capital improvements are to be owned and operated by the City, and the financing is to be accomplished through a Community Facilities District which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Section 53311 and following (the "Act"). On [____], 2021, the City adopted Resolution No. [____] authorizing the Authority to form a community facilities district (the "Community Facilities District") within the territorial limits of the City to finance the Acquisition Improvements. The Authority has commenced proceedings and is expected to form the Community Facilities District on [____], 2021 and, on the same date, conduct a landowner election conferring the Community Facilities District authority on the Authority Commission.

D. Pursuant to the authority of the Community Facilities District, the Authority intends to levy special taxes and issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the special taxes and bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, as such amount becomes available from time to time, is referred to herein as the "Available Amount".

E. The Authority will provide financing for the acquisition by the City of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from time to time in any number of installments from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements.

F. The parties anticipate that, upon completion of the Acquisition Improvements, and subject to the terms and conditions of this Agreement, the City will acquire the constructed Acquisition Improvements. Acquisition Improvements do not need to be dedicated to and accepted by the City as a condition precedent to payment but any such payment shall not be made until the Acquisition Improvement has been constructed and completed in accordance with this Agreement.

G. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available Amount, and no other funds whatsoever of the City shall be obligated therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (the Acquisition Improvements), Exhibit B (Disbursement Request Form), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

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

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

“Acquisition and Construction Fund” means the fund or funds established by the Authority pursuant to the Resolution and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means each of the public capital improvements listed as items A-E, inclusive, in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03, equal to the Actual Cost of the Acquisition Improvement.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of biological monitoring required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, but not including development impact fees or capital facilities charges, (g) the Developer’s cost paid to third parties for construction and project management, administration and supervision services for such Acquisition Improvement, and (h) the Developer’s cost paid to third parties for professional services related to such Acquisition Improvement, including engineering,

accounting, legal, financial, appraisal and similar professional services.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [____], 2021.

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital D.

“Bonds” means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

“City” means City of Antioch.

“City Engineer” means the Engineer of the City or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Code” means the Government Code of the State of California.

“Community Facilities District” shall have the meaning assigned to the term in Recital C.

“Developer” means KB HOME North Bay LLC, a Delaware limited liability company, its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement in substantially the form contained in Exhibit B hereto.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or serving the Community Facilities District.

“Resolution” means City of Antioch Resolution No. [____], adopted [____], 2021, authorizing execution and delivery of this Agreement.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant

deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the City, where applicable.

Section 1.02. Establishment of Community Facilities District. The Developer has requested the City to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the City agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on [____], 2021, and through the landowner election to be held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. The Developer and the City agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series.

Section 1.03. Deposit and Use of Available Amount.

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority shall be deposited in the Acquisition and Construction Fund established by the Authority pursuant to the terms of the Resolution, and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) If not already established pursuant to the Resolution, upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or a third party designated in writing by the Developer to the City to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the City as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No City Liability; City Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the City or any actual or alleged omission or failure to act by the City with respect to the Community Facilities District subject the City to monetary liability therefor. Further, nothing in this Agreement shall be construed as

affecting the Developer's or the City's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the City's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

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

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the City. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, the Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the City each Acquisition Improvement to be constructed by the Developer when the Acquisition Improvement has been constructed and is complete to the satisfaction of the City for an amount equal to the Actual Cost of the Acquisition Improvement, but solely from the Available Amount. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. At the time of completion of each Acquisition Improvement the Developer shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not

adequate, the City Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private improvements. In those instances, a portion of the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the City Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the City Engineer. The costs of biological monitoring as required by the pertinent natural resource permits needed to install the public improvements will be allocated to each Acquisition Improvement as approved by the City Engineer.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the City Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all City regulations and ordinances and is otherwise complete and ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) the Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall not be delinquent in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer within the Community Facilities District.

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

(d) (b) The Developer shall have provided the City with Title Documents needed to provide the City with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the City and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Engineer and the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price.

Section 2.05. Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement.

The payment of the Acquisition Price for completed Acquisition Improvements is not contingent upon completion of all subdivision improvements for the Project and is not contingent upon formal acceptance of dedicated improvements by the City Council.

The City and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement has been completed or what the Actual Costs may be with respect to the Acquisition Improvement. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that a Disbursement Request Form requests disbursement for payment of the Acquisition Price of an Acquisition Improvement in excess of the Available Amount then on hand, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Acquisition Price shall be paid from an Available Amount that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds or from Special Tax revenues, if either of those occurs.

Section 2.06. Limitation on Obligations. In no event shall the City be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund at any given time, although the parties acknowledge and agree that the Acquisition Price may be paid in one or more installments over time as additional Available Amounts become available.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the City, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by the Developer; provided that nothing in this Section 3.01 shall limit in any manner the City's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the

Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the City, the Authority or any of their respective officers, directors, employees or agents, for any wrongful acts or omissions to act of the Authority or its officers, employees, agents or any consultants or contractors, including the Authority Trustee, and for any wrongful acts, willful misconduct, active negligence or omissions to act of the City, or its officers, employees, agents or any consultants or contractors, including the Authority Trustee.

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

Section 3.03. Cooperation. The City and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The City and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

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

Section 3.05. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the City's or the Developer's contractors for the Acquisition Improvements and any of the City's, the Authority's, or the Developer's agents and employees.

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

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

If to the Authority:

California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, CA 95814
Attention: Chair

If to the City:

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

If to the Developer:

KB HOME North Bay LLC

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

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

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

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

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

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

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder without the prior written consent of the City and the Developer. Notwithstanding the foregoing, the Developer may direct in writing that the Acquisition Price of any Acquisition Improvement be payable to a third-party other than the Developer, and such delegation shall not be considered an assignment under this Agreement. The Developer may not

assign its rights and obligations hereunder, except to successors-in-interest to the property within the Community Facilities District, without the prior written consent of the City.

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

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

Section 3.15. Non-Liability of the Authority. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement, except only to the extent amounts are received for the payment thereof from the Special Tax.

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

CITY OF ANTIOCH

By _____
Authorized Officer

ATTEST:

City Clerk

By _____

APPROVED AS TO FORM:

City Attorney

By _____

KB HOME NORTH BAY LLC,
a Delaware limited liability company

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
a joint powers authority

By _____
(Signature)

(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT

**DESCRIPTION OF ACQUISITION IMPROVEMENTS
AND BUDGETED AMOUNTS**

Attachment 1
Richland Communities
Laurel Ranch
Preliminary List of Potential Eligible Facilities and Fees

Facility Description	Budget	Potentially Eligible [1]
<u>In-Tract Improvements</u>	Total	
Grading	\$ 2,178,964	\$ -
Erosion Control	399,764	-
Sanitary Sewer	838,771	838,771
Water	1,183,286	1,183,286
Storm Drain	1,179,177	1,179,177
Concrete	831,667	-
Street Surface	1,933,894	1,933,894
Signage & Striping	39,500	39,500
Joint Trench	2,562,500	-
Temporary Utility	48,875	-
Street Lights	50,000	50,000
Landscaping	221,050	-
Offsite Walls & Fences	2,479,640	-
Maintenance & Clean-up	189,000	-
Compliance	2,285,250	-
Contingency	1,642,134	522,463
Total:	\$ 18,063,472	5,747,091
Per Unit:	\$ 100,913.25	\$ 32,107

Attachment 1 (Continued)
Richland Communities
50x80 Total
Preliminary List of Potential Eligible Facilities and Fees

<u>Richland Share of Laurel Road Costs (Constructed by Davidon)</u>			
Land Planning	\$	496	\$ 496
Civil Engineering		239,641	239,641
Surveying		47,955	47,955
Landscape Architecture		16,107	16,107
Soil Engineer		159,728	159,728
Other		27,300	27,300
Site Prep		252,999	252,999
Grading		769,080	769,080
Subdrainis		4,403	4,403
Sanitary Sewer		55,421	55,421
Water System		250,129	250,129
Storm Drain		52,175	52,175
Public Utility		834,642	-
Street Work		739,876	739,876
Concrete Work		175,878	175,878
Concrete R&R		13,650	-
Electroliers		34,020	34,020
Retaining Walls		5,880	5,880
Signage		12,665	12,665
Landscaping		137,045	137,045
Alternate Items		776,939	-
City Fees at Final Map		319,016	-
Total:		\$ 4,925,045	2,980,798
Per Unit:		\$ 27,514.22	\$ 16,653

Attachment 1 (Continued)
Richland Communities
Laurel Ranch
Preliminary List of Potential Eligible Facilities and Fees

Richland Share of Country Hills Dirve Costs (Constructed by Davidon)

Land Planning	\$	-	\$	-
Civil Engineering		66,429		66,429
Surveying		37,734		37,734
Landscape Architecture		2,448		2,448
Soil Engineer		17,890		17,890
Other		3,874		3,874
Site Prep		24,008		24,008
Grading		61,652		61,652
Subdrainis		10,518		10,518
Sanitary Sewer		260,755		260,755
Water System		685,414		685,414
Storm Drain		325,925		325,925
Public Utility		61,356		-
Street Work		121,934		121,934
Concrete Work		326,724		326,724
Concrete R&R		1,336		-
Electroliers		31,980		31,980
Retaining Walls		1,246		1,246
Signage		6,280		6,280
Landscaping		83,292		83,292
Alternate Items		414,111		-
City Fees at Final Map		46,998		-
Total:		2,591,904		2,068,103
Per Unit:		14,480		11,554
<hr/>				
Total Improvements:				10,795,992
Per Unit:				60,313

All costs shown in Exhibit A are estimates of the costs of the Acquisition Improvements and are not intended to limit the Acquisition Price of the Acquisition Improvements, it being understood that the amount funded from the Available Amount from time to time for all Acquisition Improvements to be acquired hereunder shall not be substantially greater than the Estimated Total Budgeted Amount shown above. The Acquisition Price of the Acquisition Improvements will be the Actual Costs, as determined pursuant to Article II of the Acquisition Agreement, less the oversized portion of the Acquisition Improvement, if any, but payment of the Acquisition Price is dependent upon the availability of the Available Amount, as specified in Section 2.03.

EXHIBIT B TO THE ACQUISITION AGREEMENT

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement)**

To: [Authority Trustee]
Attention: _____
Fax: _____
Phone: _____

Re: CSCDA Community Facilities District No. _____

The undersigned, a duly authorized officer of the CITY OF ANTIOCH hereby requests a withdrawal from the City of Antioch [Laurel Ranch] Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer
or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

CITY OF ANTIOCH

By: _____

Title: _____

EXHIBIT C TO THE ACQUISITION AGREEMENT

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

The following requirements shall apply to all Acquisition Improvements unless waived by the City Council.

With respect to construction contracts awarded after approval of the Agreement, bids for construction shall be solicited from qualified contractors. The Developer may directly solicit bids. The bid package may consist of preliminary plans and specifications. A minimum of three bids is preferred, but not mandatory. The Developer shall provide documentation of its solicitation efforts.

Each bidder will be provided with detailed Scopes of Work (SOW), Instructions to Bidders (ITB) along with detailed and itemized bid sheets with estimated quantities.

The bidding response time shall be not less than three (3) weeks.

Contract(s) for the construction of the public Acquisition Improvements shall be awarded based on the completeness of the bids, pricing and ability to meet the construction schedule, as determined by the Developer and approved by the City on a "lowest responsible bidder or best value basis" depending on the number of bids received.

The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates is available from the State Department of Industrial Relations.

The Developer shall provide the City with certified payrolls, supporting documents, and a certification of compliance from the Developer's labor compliance consultant.

EXHIBIT C – (3 of 3)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND AMONG
CSCDA,
CITY OF ANTIOCH
AND
RICHLAND DEVELOPERS, INC.

Dated as of [____], 2021

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ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the City of Antioch, (the "City"), California Statewide Communities Development Authority (the "Authority"), and _____, a _____ (the "Developer").

B. The effective date of this Agreement is [_____] , 2021.

C. The Developer has applied for the financing of certain public capital improvements (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority"). The public capital improvements are to be owned and operated by the City, and the financing is to be accomplished through a Community Facilities District which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Section 53311 and following (the "Act"). On [_____] , 2021, the City adopted Resolution No. [_____] authorizing the Authority to form a community facilities district (the "Community Facilities District") within the territorial limits of the City to finance the Acquisition Improvements. The Authority has commenced proceedings and is expected to form the Community Facilities District on [_____] , 2021 and, on the same date, conduct a landowner election conferring the Community Facilities District authority on the Authority Commission.

D. Pursuant to the authority of the Community Facilities District, the Authority intends to levy special taxes and issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the special taxes and bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, as such amount becomes available from time to time, is referred to herein as the "Available Amount".

E. The Authority will provide financing for the acquisition by the City of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from time to time in any number of installments from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements.

F. The parties anticipate that, upon completion of the Acquisition Improvements, and subject to the terms and conditions of this Agreement, the City will acquire the constructed Acquisition Improvements. Acquisition Improvements do not need to be dedicated to and accepted by the City as a condition precedent to payment but any such payment shall not be made until the Acquisition Improvement has been constructed and completed in accordance with this Agreement.

G. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available Amount, and no other funds whatsoever of the City shall be obligated therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (the Acquisition Improvements), Exhibit B (Disbursement Request Form), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

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

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

“Acquisition and Construction Fund” means the fund or funds established by the Authority pursuant to the Resolution and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means each of the public capital improvements listed as items A-E, inclusive, in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03, equal to the Actual Cost of the Acquisition Improvement.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of biological monitoring required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, but not including development impact fees or capital facilities charges, (g) the Developer’s cost paid to third parties for construction and project management, administration and supervision services for such Acquisition Improvement, and (h) the Developer’s cost paid to third parties for professional services related to such Acquisition Improvement, including engineering,

accounting, legal, financial, appraisal and similar professional services.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [____], 2021.

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital D.

“Bonds” means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

“City” means City of Antioch.

“City Engineer” means the Engineer of the City or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Code” means the Government Code of the State of California.

“Community Facilities District” shall have the meaning assigned to the term in Recital C.

“Developer” means Richland Developers, INC., a Delaware corporation, its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement in substantially the form contained in Exhibit B hereto.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or serving the Community Facilities District.

“Resolution” means City of Antioch Resolution No. [____], adopted [____], 2021, authorizing execution and delivery of this Agreement.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant

deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the City, where applicable.

Section 1.02. Establishment of Community Facilities District. The Developer has requested the City to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the City agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on [____], 2021, and through the landowner election to be held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. The Developer and the City agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series.

Section 1.03. Deposit and Use of Available Amount.

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority shall be deposited in the Acquisition and Construction Fund established by the Authority pursuant to the terms of the Resolution, and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) If not already established pursuant to the Resolution, upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or a third party designated in writing by the Developer to the City to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the City as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No City Liability; City Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the City or any actual or alleged omission or failure to act by the City with respect to the Community Facilities District subject the City to monetary liability therefor. Further, nothing in this Agreement shall be construed as

affecting the Developer's or the City's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the City's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

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

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the City. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, the Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the City each Acquisition Improvement to be constructed by the Developer when the Acquisition Improvement has been constructed and is complete to the satisfaction of the City for an amount equal to the Actual Cost of the Acquisition Improvement, but solely from the Available Amount. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. At the time of completion of each Acquisition Improvement the Developer shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not

adequate, the City Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private improvements. In those instances, a portion of the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the City Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the City Engineer. The costs of biological monitoring as required by the pertinent natural resource permits needed to install the public improvements will be allocated to each Acquisition Improvement as approved by the City Engineer.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the City Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all City regulations and ordinances and is otherwise complete and ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) the Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall not be delinquent in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer within the Community Facilities District.

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

(d) (b) The Developer shall have provided the City with Title Documents needed to provide the City with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the City and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Engineer and the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price.

Section 2.05. Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement.

The payment of the Acquisition Price for completed Acquisition Improvements is not contingent upon completion of all subdivision improvements for the Project and is not contingent upon formal acceptance of dedicated improvements by the City Council.

The City and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement has been completed or what the Actual Costs may be with respect to the Acquisition Improvement. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that a Disbursement Request Form requests disbursement for payment of the Acquisition Price of an Acquisition Improvement in excess of the Available Amount then on hand, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Acquisition Price shall be paid from an Available Amount that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds or from Special Tax revenues, if either of those occurs.

Section 2.06. Limitation on Obligations. In no event shall the City be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund at any given time, although the parties acknowledge and agree that the Acquisition Price may be paid in one or more installments over time as additional Available Amounts become available.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the City, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by the Developer; provided that nothing in this Section 3.01 shall limit in any manner the City's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the

Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the City, the Authority or any of their respective officers, directors, employees or agents, for any wrongful acts or omissions to act of the Authority or its officers, employees, agents or any consultants or contractors, including the Authority Trustee, and for any wrongful acts, willful misconduct, active negligence or omissions to act of the City, or its officers, employees, agents or any consultants or contractors, including the Authority Trustee.

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

Section 3.03. Cooperation. The City and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The City and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

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

Section 3.05. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the City's or the Developer's contractors for the Acquisition Improvements and any of the City's, the Authority's, or the Developer's agents and employees.

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

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

If to the Authority:

California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, CA 95814
Attention: Chair

If to the City:

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

If to the Developer:

Richland Developers, INC.

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

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

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

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

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

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

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder without the prior written consent of the City and the Developer. Notwithstanding the foregoing, the Developer may direct in writing that the Acquisition Price of any Acquisition Improvement be payable to a third-party other than the Developer, and such delegation shall not be considered an assignment under this Agreement. The Developer may not

assign its rights and obligations hereunder, except to successors-in-interest to the property within the Community Facilities District, without the prior written consent of the City.

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

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

Section 3.15. Non-Liability of the Authority. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement, except only to the extent amounts are received for the payment thereof from the Special Tax.

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

CITY OF ANTIOCH

By _____
Authorized Officer

ATTEST:

City Clerk

By _____

APPROVED AS TO FORM:

City Attorney

By _____

RICHLAND DEVELOPERS, INC.,
a Delaware corporation

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
a joint powers authority

By _____
(Signature)

(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT
DESCRIPTION OF ACQUISITION IMPROVEMENTS
AND BUDGETED AMOUNTS

Attachment 1
Richland Communities
Laurel Ranch
Preliminary List of Potential Eligible Facilities and Fees

Facility Description	Budget	Potentially Eligible [1]
<u>In-Tract Improvements</u>	Total	
Grading	\$ 2,178,964	\$ -
Erosion Control	399,764	-
Sanitary Sewer	838,771	838,771
Water	1,183,286	1,183,286
Storm Drain	1,179,177	1,179,177
Concrete	831,667	-
Street Surface	1,933,894	1,933,894
Signage & Striping	39,500	39,500
Joint Trench	2,562,500	-
Temporary Utility	48,875	-
Street Lights	50,000	50,000
Landscaping	221,050	-
Offsite Walls & Fences	2,479,640	-
Maintenance & Clean-up	189,000	-
Compliance	2,285,250	-
Contingency	1,642,134	522,463
Total:	\$ 18,063,472	5,747,091
Per Unit:	\$ 100,913.25	\$ 32,107

Attachment 1 (Continued)
Richland Communities
50x80 Total
Preliminary List of Potential Eligible Facilities and Fees

<u>Richland Share of Laurel Road Costs (Constructed by Davidon)</u>			
Land Planning	\$	496	\$ 496
Civil Engineering		239,641	239,641
Surveying		47,955	47,955
Landscape Architecture		16,107	16,107
Soil Engineer		159,728	159,728
Other		27,300	27,300
Site Prep		252,999	252,999
Grading		769,080	769,080
Subdrainis		4,403	4,403
Sanitary Sewer		55,421	55,421
Water System		250,129	250,129
Storm Drain		52,175	52,175
Public Utility		834,642	-
Street Work		739,876	739,876
Concrete Work		175,878	175,878
Concrete R&R		13,650	-
Electroliers		34,020	34,020
Retaining Walls		5,880	5,880
Signage		12,665	12,665
Landscaping		137,045	137,045
Alternate Items		776,939	-
City Fees at Final Map		319,016	-
Total:	\$	4,925,045	2,980,798
Per Unit:	\$	27,514.22	\$ 16,653

Attachment 1 (Continued)
Richland Communities
Laurel Ranch
Preliminary List of Potential Eligible Facilities and Fees

Richland Share of Country Hills Dirve Costs (Constructed by Davidon)

Land Planning	\$	-	\$	-
Civil Engineering		66,429		66,429
Surveying		37,734		37,734
Landscape Architecture		2,448		2,448
Soil Engineer		17,890		17,890
Other		3,874		3,874
Site Prep		24,008		24,008
Grading		61,652		61,652
Subdrainis		10,518		10,518
Sanitary Sewer		260,755		260,755
Water System		685,414		685,414
Storm Drain		325,925		325,925
Public Utility		61,356		-
Street Work		121,934		121,934
Concrete Work		326,724		326,724
Concrete R&R		1,336		-
Electroliers		31,980		31,980
Retaining Walls		1,246		1,246
Signage		6,280		6,280
Landscaping		83,292		83,292
Alternate Items		414,111		-
City Fees at Final Map		46,998		-
Total:		2,591,904		2,068,103
Per Unit:		14,480		11,554
Total Improvements:				10,795,992
Per Unit:				60,313

All costs shown in Exhibit A are estimates of the costs of the Acquisition Improvements and are not intended to limit the Acquisition Price of the Acquisition Improvements, it being understood that the amount funded from the Available Amount from time to time for all Acquisition Improvements to be acquired hereunder shall not be substantially greater than the Estimated Total Budgeted Amount shown above. The Acquisition Price of the Acquisition Improvements will be the Actual Costs, as determined pursuant to Article II of the Acquisition Agreement, less the oversized portion of the Acquisition Improvement, if any, but payment of the Acquisition Price is dependent upon the availability of the Available Amount, as specified in Section 2.03.

EXHIBIT B TO THE ACQUISITION AGREEMENT

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement)**

To: [Authority Trustee]
Attention: _____
Fax: _____
Phone: _____

Re: CSCDA Community Facilities District No. _____

The undersigned, a duly authorized officer of the CITY OF ANTIOCH hereby requests a withdrawal from the City of Antioch [Laurel Ranch] Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer
or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

CITY OF ANTIOCH

By: _____

Title: _____

EXHIBIT C TO THE ACQUISITION AGREEMENT

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

The following requirements shall apply to all Acquisition Improvements unless waived by the City Council.

With respect to construction contracts awarded after approval of the Agreement, bids for construction shall be solicited from qualified contractors. The Developer may directly solicit bids. The bid package may consist of preliminary plans and specifications. A minimum of three bids is preferred, but not mandatory. The Developer shall provide documentation of its solicitation efforts.

Each bidder will be provided with detailed Scopes of Work (SOW), Instructions to Bidders (ITB) along with detailed and itemized bid sheets with estimated quantities.

The bidding response time shall be not less than three (3) weeks.

Contract(s) for the construction of the public Acquisition Improvements shall be awarded based on the completeness of the bids, pricing and ability to meet the construction schedule, as determined by the Developer and approved by the City on a "lowest responsible bidder or best value basis" depending on the number of bids received.

The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates is available from the State Department of Industrial Relations.

The Developer shall provide the City with certified payrolls, supporting documents, and a certification of compliance from the Developer's labor compliance consultant.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *745*

SUBJECT: Redistricting Process and Community Outreach for City Council Member District Boundaries

RECOMMENDED ACTION

It is recommended that the City Council provide direction to staff regarding the 2021-2022 redistricting process and community outreach for City Council member district boundaries, including consideration of the following options:

1. City Council led redistricting process,
2. Establishment of an Advisory Redistricting Commission,
3. Establishment of an Independent Redistricting Commission, or
4. Establishment of a Hybrid Redistricting Commission.

FISCAL IMPACT

For the 2021-2022 redistricting process, the City Clerk's office has \$50,000.00 available in the FY 21/22 budget, and the City Attorney's office plans to use existing funds allocated in its budget for contract legal services. Additional funding may be required.

DISCUSSION

Cities in California with electoral districts are required to update ("redistrict") their district boundaries following receipt of updated population data from the 2020 Census. This process occurs every 10 years. Cities, such as Antioch, with district elections scheduled for November 8, 2022 must complete the process by April 17, 2022.

Procedural Requirements for Redistricting

General law cities, such as Antioch, must comply with State law procedural requirements for redistricting.

Assembly Bill 849, the State Legislature's Fair and Inclusive Redistricting for Municipalities and Political Subdivisions ("**FAIR MAPS**") Act, requires procedural steps that include a series of public hearings with substantial public input, community outreach

to encourage participation, and a specific place on the City's webpage for redistricting information.

State law also provides cities with the option of forming one of three types of redistricting commissions to assist with the process: (1) an Advisory Redistricting Commission, (2) an Independent Redistricting Commission, or (3) a Hybrid Redistricting Commission.

Procedural Requirements for Redistricting and Public Participation

Before adopting a final map of district boundaries, at least four hearings must be held for the public to provide input about the composition of City Council districts. These hearing requirements include at least: (1) one hearing before any maps are drawn, (2) two hearings after maps are drawn, and (3) one hearing or workshop to be held on a Saturday, Sunday, or after 6 p.m. on a weekday.

The City must also take steps to encourage residents, including those in underrepresented and non-English speaking communities, to participate in the redistricting public review process.

These steps shall include a good faith effort to do all of the following:

- (1) Provide information to media organizations that offer City news coverage, including those serving language-minority communities;
- (2) Provide information through local community groups and organizations including those active in language-minority communities, those focused on good government, civil rights, civic engagement, or community groups or organizations active in the City , and those requesting to be notified about City redistricting;
- (3) If a request is made at least 72 hours before the meeting, the City shall conduct the public hearings with live translation in a requested "applicable language". ("Applicable language" means any language that is spoken by a group of City residents with limited English proficiency who constitute 3% or more of the City's population, as determined by the Secretary of State.)

The City is required to publish the date, time, and location of any public hearing or workshop at least five days before the hearing.

The City is required to establish and maintain a page on its website dedicated to redistricting that includes:

- (1) a general explanation of the redistricting process;
- (2) procedures for how a member of the public can participate;
- (3) a calendar of all public hearings;
- (4) the notice and agendas for those hearings;
- (5) recordings or written summaries of the hearings; and
- (6) all draft and final maps.

The general description of redistricting and procedures on how to participate must be in English and any applicable language. This information must be maintained for at least ten years after the redistricting process is completed.

Procedural Requirements for Redistricting and Drawing Boundaries

Cities are generally prohibited from releasing any draft updated district boundary maps until at least three weeks after the 2020 Census data is published by the State. The United States Census Bureau was to deliver the 2020 data to the states by March 31, 2021. Currently, however, it is anticipated that the Census Bureau will deliver the data in September 2021.

Once the 2020 Census data is received, California may need at least a month to six weeks to update its redistricting database before the information is published and released to local governments. Therefore, actual redistricting work is likely to occur in the Fall of 2021, with the final boundary map required to be adopted no later than April 17, 2022.

The substantive requirements for drawing district boundaries are set forth in California Elections Code § 21601, and are summarized as follows:

- Substantially equal population of residents in each district, based on census data.
- Compliance with the United States and California Constitutions, and with the Federal Voting Rights Act. These laws require that districts have substantially equal populations, are not drawn using race as a predominant consideration, and do not discriminate against any racial or language minority, including by diluting the voting power of any of those groups.
- Once those standards are met, the boundaries must be drawn using the following criteria, as set forth in the following order of priority:
 1. Geographically contiguous, to the extent practicable. A district is not contiguous if it includes areas that: (a) meet only at the point of adjoining corners, or (b) are separated by water and not connected by a bridge.
 2. Geographic integrity of any local neighborhood or local community of interest are to be respected in a manner that minimizes its division, to the extent practicable.
A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.
 3. Boundaries should be easily identifiable and understandable by residents. To the extent practicable, districts are to be bounded by natural and artificial barriers, by streets, or by the boundaries of the City.
 4. To the extent practicable, Districts are to be geographically compact in a manner that nearby areas of population are not bypassed in favor of more distant population areas.
- Districts must not be adopted for the purpose of favoring or discriminating against a political party.

Optional Procedures for Redistricting and Commissions

As referenced above, there are several optional methods for updating district boundaries, including:

City Council Lead Redistricting Process

The City Council takes the lead on the redistricting process, and staff facilitates public outreach and the required public hearings. The decision on the final map is made by the City Council, with public input provided directly to the Council instead of to a separate redistricting commission. This process was used in 2019 when the City's electoral district boundaries were initially established.

Advisory Redistricting Commission

An Advisory Redistricting Commission is created and appointed by the City Council. The commission takes public input and provides recommendations on the draft maps. While Advisory Redistricting Commissions may conduct the first required hearing (before maps are drafted), any other commission meetings would be in addition to the three public hearings that must be held by the Council. With this type of commission, the City Council approves the final map, and is not required to take the Commission's recommendations.

If the Council decides to proceed with an Advisory Redistricting Commission, then community outreach efforts would need to include additional City Council meetings to establish the commission and select its members, as well as any other meetings the commission desires to hold. No elected official of the City, or family member, staff member, or paid campaign staff of an elected official could serve on the advisory commission.

Independent Redistricting Commissions

Alternatively, State law allows the City Council to wholly transfer redistricting authority to an Independent Redistricting Commission. This type of commission is not directly appointed by the City Council. The Independent Redistricting Commission conducts all of the required public hearings under the above-described procedural and substantive requirements.

If an Independent Redistricting Commission is established, the City Council has no authority to review or approve any maps, and the commission draws and approves the final district boundary map. Independent Redistricting Commissions have typically been used in counties such as Los Angeles, Santa Barbara, and San Diego, along with charter cities such as Berkeley, Long Beach, Oakland, Sacramento, San Diego, San Francisco, and Santa Barbara.

State law establishes an extensive list of qualifications for membership on an Independent Redistricting Commission, and there are post-service limitations on its members' ability to run for local office, serve on a local board or commission, seek City employment, or otherwise contract with the City.

While the City may establish stricter requirements for membership on any redistricting commission, State law limitations on membership or post membership activities include the following:

- must be a resident of City;
- members cannot all be registered to the same political party;
- cannot have been a candidate or have been elected to the Council for past 8 years (for commissioner or family member);
- cannot have previously held a “disqualifying position” for past 8 years (for commissioner or spouse) or past 4 years (for a commissioner’s non-spouse family member), and a “disqualifying position” includes: (a) officer, employee, or consultant for a candidate, campaign committee, or political party; or (b) contributed \$500 or more to a council member candidate;
- cannot participate in campaigns for Council (e.g. work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of the local jurisdiction) while on the commission.
- cannot be a candidate for elective office in the City for a period of 5 years from commission appointment,
- cannot be a candidate to serve in a district that was drawn by the commissioner;
- cannot be hired as an employee or consultant to an elected official of the City or receive “no bid” contract from the City for 4 years; and
- cannot be appointed to any other City commission or office for 2 years.

The Independent Redistricting Commission would be assisted by City staff, who would schedule its meetings and assist the commission in following all open meeting and public record law requirements.

Hybrid Redistricting Commissions

A Hybrid Redistricting Commission is nearly identical to an Independent Redistricting Commission in its powers, as well as its membership limitations. The main difference between these two types of commissions is that an Independent Redistricting Commission is the final decision maker on the electoral district maps, but the Hybrid Redistricting Commission submits two or more district boundary maps to the City Council and the Council must then select, without modifying, one of the submitted maps.

Process for Appointing Commission Members

The three primary approaches to appointing persons to a redistricting commission are as follows:

- Appointment by Council: The City Council may directly appoint the commissioners to an Advisory Redistricting Commission. The process for appointing members to this commission can be similar to that of other City commissions, which means the City Council would formally establish the Commission (including its scope of responsibilities and membership requirements), and then select its members. Like the recent City commission appointment process, interviews could be scheduled during

regular or special City Council meetings. This approach may not be used if an Independent or Hybrid Commission is created.

- Independent Appointment: Generally used for an Independent or Hybrid Redistricting Commission. The City Council may appoint an independent selection body, such as a panel of retired judges, and that selection body would directly appoint the commissioners after an open selection process.
- Random Draw and Commission Appointment: After an open application process, an independent selection body reviews the applicants/applications and creates a pool of qualified applicants. A subset of applicants is selected at random from that pool. The subset of applicants then selects the final commissioners from the remaining applicants in the pool. This method follows the State Redistricting Commission's appointment process, and is intended to prevent a governing board from influencing appointments.

Community Outreach

The City must prepare a community outreach plan, which could include the following efforts:

- Advertisements in local media outlets
- Public messaging via social media, the City's website, press releases, and other public communications, in English and Spanish, including social media engagement on the City's social media sites, a webpage on City's website for redistricting information, and press releases
- Public notices posted at various City facilities
- Public notices to City nonprofits, government groups, civil rights organizations, and community groups
- Online Interactive Tools (For example, a designated email address could be established for members of the public to provide input and comments and/or an online form to encourage electronic community participation in both English and Spanish)
- The City's demographer may also provide tools to allow members of the public to draw and submit plans.

In addition, public input will be obtained during all of the required public hearings, both before and after district boundary maps are drawn. Such hearings will include one to be held on a weekend, or after 6 p.m. on a weekday.

ATTACHMENTS

- A. Chart comparing the City Council led redistricting process to processes using advisory commissions, independent commissions, and hybrid commissions

Attachment “A”

	City Council	Advisory Commission	Independent Commission	Hybrid Commission
Statutory Authority	Elections Code §§ 21600- 21609	Elections Code §§ 23000-23002	Elections Code §§ 23000-23003	Elections Code §§ 23000-23003
Scope	City Council holds required hearings and adopts final boundary map.	Commission conducts meetings and recommends a boundary map(s) to the City Council. City Council holds required hearings and adopts final boundary map.	Commission conducts required hearings and independently adopts the final boundary map.	Commission conducts required hearings and recommends two or more boundary maps to the City Council. The City Council must select and adopt one of the recommended boundary maps, without revision.
Regular or Special Council Meetings required to establish the Redistricting Commission	N/A	Two to Five City Council conducts meeting(s) to decide on commission composition, scope, and selection process; and makes appointments	Two to Three Commissioners are not appointed directly by City Council; however, Council will need to decide on commission size, method of selecting commissioners by others (e.g., a panel), and select members of the panel.	Two to Three Commissioners are not appointed directly by City Council; however, Council will need to decide on commission size, method of selecting commissioners by others (e.g., a panel), and select members of the panel.
Pre-Selection Process by Council and City Staff	N/A	<ul style="list-style-type: none"> • City Staff conducts recruitment process • Creates an application form • Processes applications and corresponds with applicants • Schedules City Council interviews and evaluation of candidates • Council selects commissioners during a City Council meeting 	<ul style="list-style-type: none"> • City Staff conducts recruitment process • Creates an application form • Processes applications and corresponds with applicants • Schedules interviews and evaluation of candidates • “Panel” interviews and selects commissioners 	<ul style="list-style-type: none"> • City Staff conducts recruitment process • Creates an application form • Processes applications and corresponds with applicants • Schedules interviews and evaluation of candidates • “Panel” interviews and selects commissioners

	City Council	Advisory Commission	Independent Commission	Hybrid Commission
Post-Selection Process by City Staff	N/A	<ul style="list-style-type: none"> City Staff and consultants will provide training for new Commissioners City Staff will administer oaths of office for new Commissioners City Staff will post meeting materials such as agendas, staff reports, and minutes 	<ul style="list-style-type: none"> City Staff and consultants will provide training for new Commissioners City Staff will administer oaths of office for new Commissioners City Staff will post meeting materials such as agendas, staff reports, and minutes City Staff collects Commissioners' statements of economic interests 	<ul style="list-style-type: none"> City Staff and consultants will provide training for new Commissioners City Staff will administer oaths of office for new Commissioners City Staff will post meeting materials such as agendas, staff reports, and minutes City staff collects Commissioners' statements of economic interests
Commission Meetings	N/A	<p>Approximately Five to Eight</p> <ul style="list-style-type: none"> 1 meeting for governance items such as training, approving a calendar, and appointing a Chair/Vice Chair At least 2-4 meetings for public outreach 1-2 meetings to draw maps At least 1 meeting to recommend a map 	<p>Approximately Six to Eight</p> <ul style="list-style-type: none"> 1-2 meeting for governance items such as training (Brown Act, Public Records Act), approving a calendar, and appointing a Chair/Vice Chair At least 2-4 meetings for public outreach 1-2 meetings to draw maps At least 1 meeting to recommend a map 	<p>Approximately Six to Eight</p> <ul style="list-style-type: none"> 1-2 meeting for governance items such as training (Brown Act, Public Records Act), approving a calendar, and appointing a Chair/Vice Chair At least 2-4 meetings for public outreach 1-2 meetings to draw maps At least 1 meeting to recommend a map
Required Public Meetings by City Council	<p>Minimum of four City Council meetings with public hearings:</p> <ul style="list-style-type: none"> One public hearing before maps are drawn Three public hearings with maps drawn 	<p>Three or Four Council meetings:</p> <p>City Council must conduct at least 3 public hearings before final map adoption.</p> <p>Advisory commission may conduct the pre-map hearing on behalf of Council.</p>	<p>Not applicable</p> <ul style="list-style-type: none"> Commission conducts all hearings Commission draws and approves the final boundary map, with no review by Council 	<p>Two (at least)</p> <ul style="list-style-type: none"> Commission conducts all hearings Commission recommends two or more maps to City Council Council must select, without amendment, one of the boundary maps recommended by the Commission

	City Council	Advisory Commission	Independent Commission	Hybrid Commission
Qualifications/ Selection Process	N/A	<ul style="list-style-type: none"> • City may prescribe the manner in which members are appointed to the commission. • State law makes ineligible a person who is an elected city official, or a family member, staff member or paid campaign staff of elected official of city • City may impose additional requirements and restrictions on members of the commission in excess of those prescribed by State law. 	<ul style="list-style-type: none"> • Must be resident of City. • Commissioners may not be comprised entirely of members from same political party preference. • City may prescribe the manner in which members are appointed, provided the application process is open to all eligible residents and they are not appointed by City Council. • City may impose additional qualifications and restrictions on members of the commission in excess of those prescribed by State law. 	<ul style="list-style-type: none"> • Must be resident of City. • Commissioners may not be comprised entirely of members from same political party preference. • City may prescribe the manner in which members are appointed, provided the application process is open to all eligible residents and they are not appointed by City Council. • City may impose additional qualifications and restrictions on members of the commission in excess of those prescribed by State law.

	City Council	Advisory Commission	Independent Commission	Hybrid Commission
Member Disqualification	N/A	<ul style="list-style-type: none"> • A person who is an elected official of the City • A family member, staff member, or paid campaign staff of an elected official of the City 	<ul style="list-style-type: none"> • A person who is an elected official of the City • A person or any family member of the person who has been elected or appointed to, or been a candidate for, an elective office of the City in the eight years preceding the person's application • A family member, staff member, or paid campaign staff of a city council member. • A person, or the person's spouse, who has done any of the following in the preceding <u>eight years</u> (or a non-spouse family member in the preceding <u>four</u> years): <ul style="list-style-type: none"> (A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for city council. (B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee. (C) Served as a staff member or a consultant to, or who has contracted with, a currently serving city council member. (D) Contributed five hundred dollars (\$500) or more in a year to any city council candidate. 	<ul style="list-style-type: none"> • A person who is an elected official of the City • A person or any family member of the person who has been elected or appointed to, or been a candidate for, an elective office of the City in the eight years preceding the person's application • A family member, staff member, or paid campaign staff of a city council member • A person, or the person's spouse, who has done any of the following in the preceding <u>eight years</u> (or a non-spouse family member in the preceding <u>four</u> years): <ul style="list-style-type: none"> (A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for city council. (B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee. (C) Served as a staff member or a consultant to, or who has contracted with, a currently serving city council member. (D) Contributed five hundred dollars (\$500) or more in a year to any city council candidate.
Conduct Prohibitions While Serving on Committee	N/A	TBD based upon Council's established guidelines	<p>While serving on the commission, members may not:</p> <p>Endorse, work for, volunteer for, or make a campaign contribution to, a candidate for city council.</p>	<p>While serving on the commission, members may not:</p> <p>Endorse, work for, volunteer for, or make a campaign contribution to, a candidate for city council.</p>

	City Council	Advisory Commission	Independent Commission	Hybrid Commission
Post-Service Conduct Prohibitions	N/A	TBD based upon Council's established guidelines	<ul style="list-style-type: none"> For <u>5 years</u> commencing on appointment to the commission, a commission member is prohibited from being a candidate for an elective office of the City if: <ol style="list-style-type: none"> The election for that office will be conducted using district boundaries adopted by the commission on which the member served For <u>4 years</u> commencing with appointment to the commission, a commission member may not: <ol style="list-style-type: none"> Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the City. Receive a noncompetitively bid contract with the City. <p>For <u>2 years</u>, commencing with appointment to the commission, a commission member may not accept an appointment to an office or commission of the City.</p>	<ul style="list-style-type: none"> For <u>5 years</u> commencing on appointment to the commission, a commission member is prohibited from being a candidate for an elective office of the City if: <ol style="list-style-type: none"> The election for that office will be conducted using district boundaries adopted by the City pursuant to recommendations by the commission on which the member served For <u>4 years</u> commencing with appointment to the commission, a commission member may not: <ol style="list-style-type: none"> Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the City. Receive a noncompetitively bid contract with the City. <p>For <u>2 years</u>, commencing with appointment to the commission, a commission member may not accept an appointment to an office or commission of the City.</p>
Commission Requirements	N/A	<ul style="list-style-type: none"> Form 700 likely required Subject to the Brown Act Subject to Public Records Act 	<ul style="list-style-type: none"> Must file Form 700 Subject to the Brown Act Subject to Public Records Act Commission will be subject to same redistricting deadlines, requirements and restrictions that would otherwise apply to the City Council 	<ul style="list-style-type: none"> Must file Form 700 Subject to the Brown Act Subject to Public Records Act Commission will be subject to same redistricting deadlines, requirements and restrictions that would otherwise apply to the City Council; with additional time included for the City Council to take final action to approve one of the boundary maps recommended by the commission

Redistricting the City of Antioch

Project Proposal and Overview

Karin Mac Donald, Q2 Data & Research, LLC

&

Thomas Lloyd Smith, City Attorney

July 27, 2021

The FAIR MAPS Act - Overview

- “Fair And Inclusive Redistricting for Municipalities And Political Subdivisions”
- Addresses local redistricting for Cities and Counties
- CA Elections Code Sections 21600 – 21609 address General Law Cities
- Became law in October of 2019
- Creates a “state-mandated local program” and details the required processes for local redistricting

The Process

The FAIR MAPS Act has strict timelines and requirements for the process

- There are 4 hearings that must take place before adopting the new district boundaries:
- At least 1 hearing must be held prior to creating a draft map
- A workshop led by staff or consultant may be held in lieu of 1 pre-draft hearing
- 2 hearings must be held after creating a draft map
- Draft map(s) must be posted for feedback
- There are specific timelines for posting Hearing Agendas and Drafts

The process the City of Antioch is entering into is called 'redistricting'

Criteria and Laws

- U.S. and CA Constitutions
- Federal Law
 - Federal Voting Rights Act (FVRA)
- California Elections Code

Criteria for mapping:

Criteria Ranked in Order of Importance:

- Compliance with the US Constitution (**Equal Population**)
- Compliance with the **Federal Voting Rights Act** (Section 2)
- **Contiguity**
- Respect **neighborhoods** or local **Communities of Interest (COIs)**
 - COIs may not include relationships with political parties, incumbents, or political candidates.
- Draw districts that are **easily identifiable and understandable** by residents → bounded by natural and artificial barriers, streets, or city boundaries.
- **Compactness**
 - If it doesn't conflict with preceding criteria
- Do not favor or discriminate against Political Parties

Components of a Redistricting

California Law outlines the process:

1. Website
2. Four Hearings before Map adoption
3. Draft plan development
4. Posting requirements
5. Public Access (incl. Translations and Interpretation)
6. Public Input (written and electronic)

Public Input, Education & Transparency

➤ Hearings and Workshops:

- Start at a time-certain if combined with a regular or special meeting
- Collect public input including on Communities of Interest
- Provide live interpretation non-English language speakers
- Must be accessible to people with disabilities

➤ Outreach and Education:

- Provide information to city media organizations, including media organizations that serve language minority communities.
- Provide information through good government, civil rights, civic engagement, or community groups or organizations that are active in the city

Project Website

- Will remain live for 10 years
- Will provide information about the date, time, and location for any public hearing or workshop at least five days before the hearing or workshop
- Will contain educational materials, handouts, presentations, video or transcripts of hearings
- Will contain mapping files, supporting documentation and associated demographic reports
- Will include, or link to, a district viewer where the Draft maps and any visualizations can be accessed
- Will host the Draft(s) and Final District Maps

Access tools

- An online mapping tool will be available that allows members of the public to create district proposals
- Proposals developed with the online mapping tool can be submitted to the Council for consideration
- The online mapping tool will allow users to view census geography and data for any area of interest within the City boundaries
- Residents will also receive instructions on how to use the State's Community of Interest tool to map their COIs and submit them to the City.

Optional Procedures for Redistricting: Commissions

1. City Council Led Redistricting Process
2. Advisory Redistricting Commission
3. Independent Redistricting Commission
4. Hybrid Redistricting Commission

Thank you!

Questions?



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Rivertown Landmark Sign Design Concepts

RECOMMENDED ACTION

It is recommended that the City Council review the proposed design options and preliminary construction cost estimates for the Rivertown Landmark Sign ("Project") and provide direction to staff on a preferred alternative.

FISCAL IMPACTS

The fiscal year 2021/2022 Capital Improvements Budget includes a \$250,000 General Fund allocation for this Project. The cost to implement this Project will depend on City Council direction.

DISCUSSION

In 2018, the City initiated a rebranding campaign which resulted in a new City logo series with vibrant colors, and motto with the overarching theme, "Opportunity Lives Here". Council indicated a desire to also provide a landmark sign for the Rivertown area. In February of 2020, staff solicited qualifications for design services related to the creation of a citywide signage program, including a Rivertown landmark sign, that would build upon the style guide developed as part of the rebranding.

On July 28, 2020, the City Council awarded a contract to RSM Design to create a suite of constructable signs designed to market and redirect residents and visitors to the City's assets, including entertainment venues, locations of cultural and historical sites, and recreational opportunities. RSM Design, in collaboration with staff, has generated four alternatives for a gateway landmark sign and associated estimated implementation costs. It is recommended that the City Council review the options and provide direction to staff on a preferred landmark design and proposed location(s).

ATTACHMENTS

A. PowerPoint Presentation

ANTIOCH

ENVIRONMENTAL GRAPHICS + WAYFINDING
RIVERTOWN LANDMARK SIGN STUDIES

JULY 22, 2021

rsmdesign

rsmdesign

San Clemente, CA
949.492.9479

Dallas, TX
972.974.3690

Los Angeles, CA
213.705.9006

Boulder, CO
303.335.0607

rsmdesign.com

PACKAGE NOTES
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All drawings must comply with specifications noted in this document.

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REVISIONS	DATE



rsmdesign

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949.822.3479

Dallas, TX
972.974.3690

Los Angeles, CA
213.705.9006

Boulder, CO
303.335.0607

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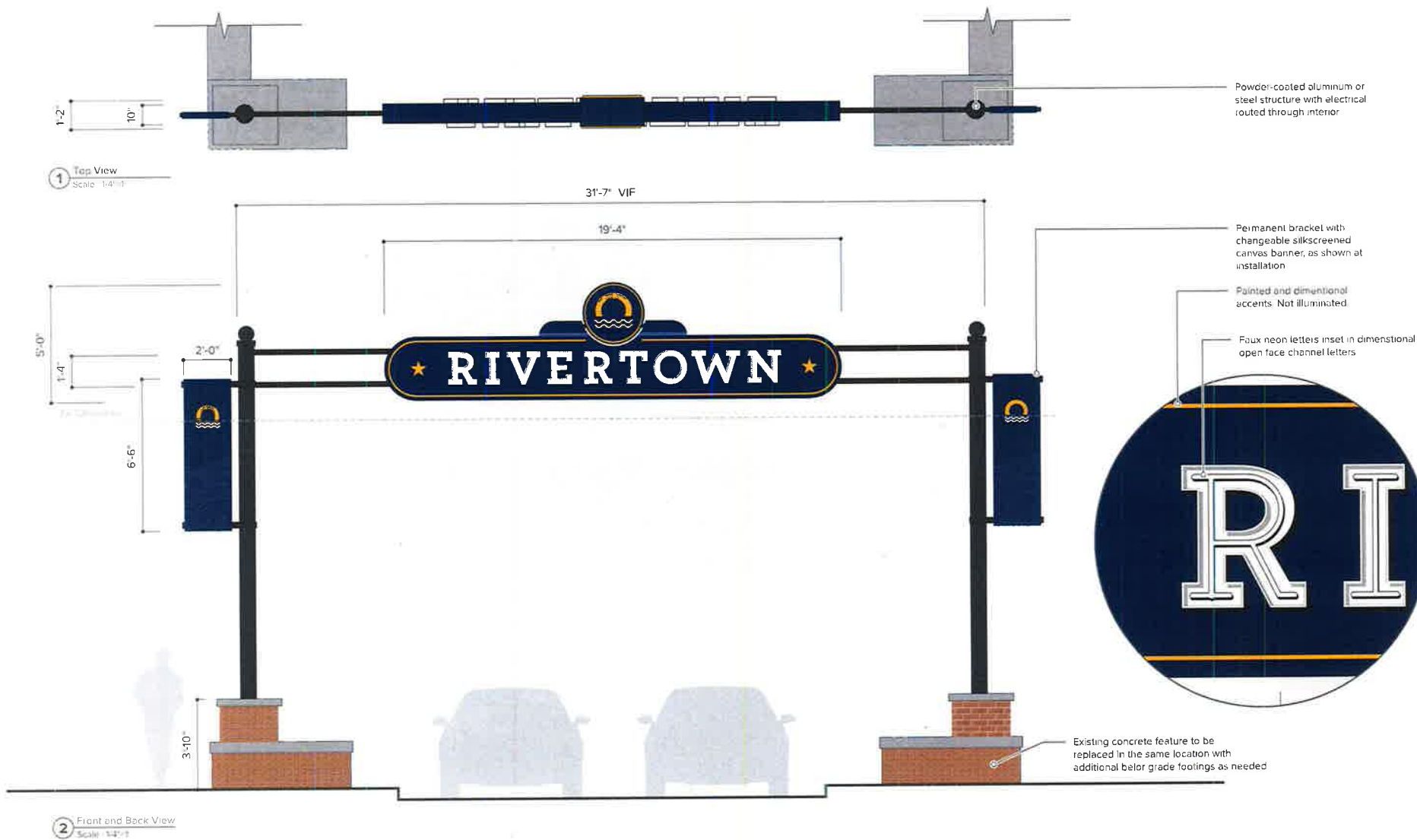
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D1 | Rivertown District Identity Landmark
Location Rendering

ANTICORCH

rsmdesign

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949 492 3479

Dallas, TX
972 974 2650

Los Angeles, CA
313 705 5006

Boulder, CO
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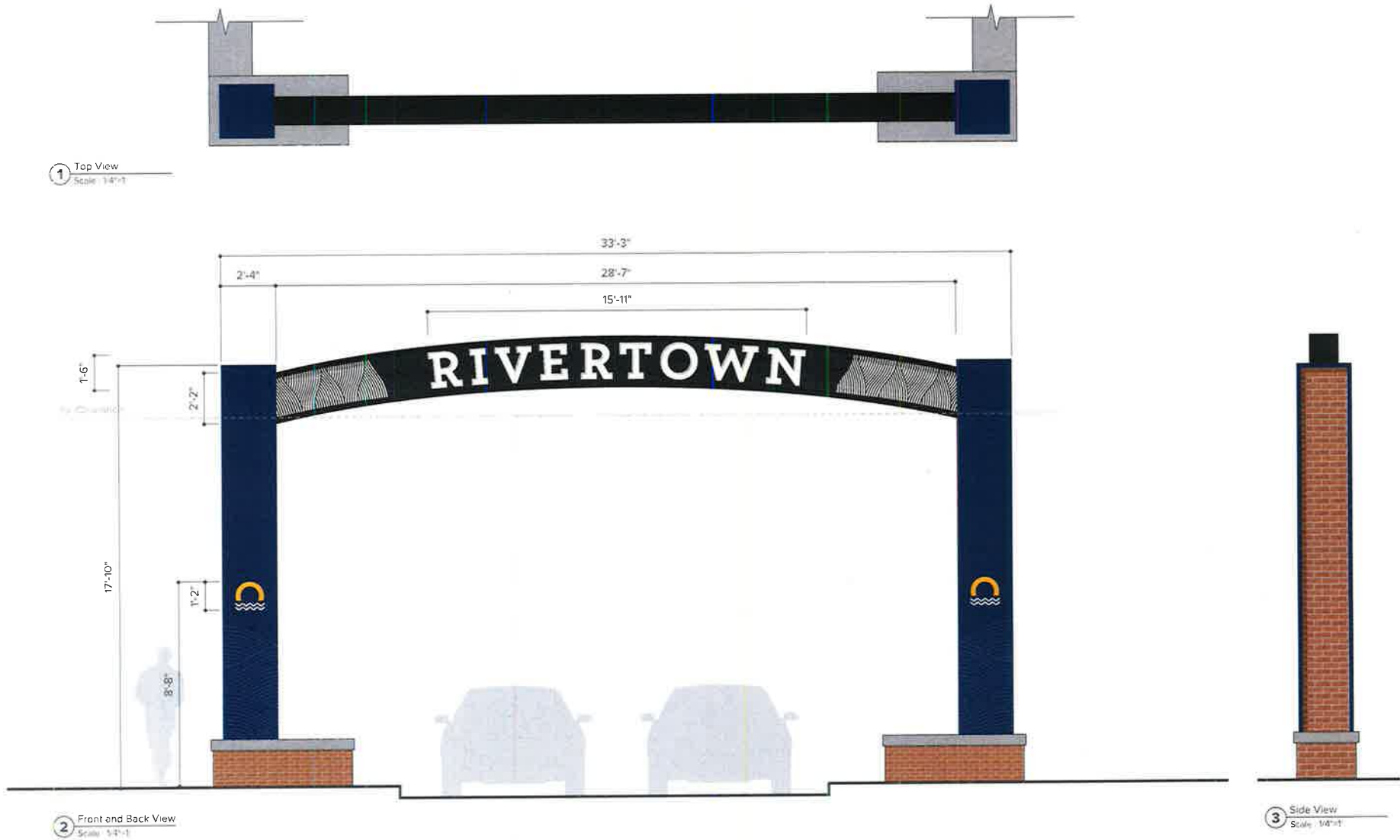
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OPTION 2



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REVISED	DATE
1	11/11/2020
2	11/11/2020
3	11/11/2020
4	11/11/2020
5	11/11/2020

OPTION 3

1 Top View
Scale: 1/4"=1'



2 Front and Back View
Scale: 1/4"=1'

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OPTION 3



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949.492.0472

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303.325.0607

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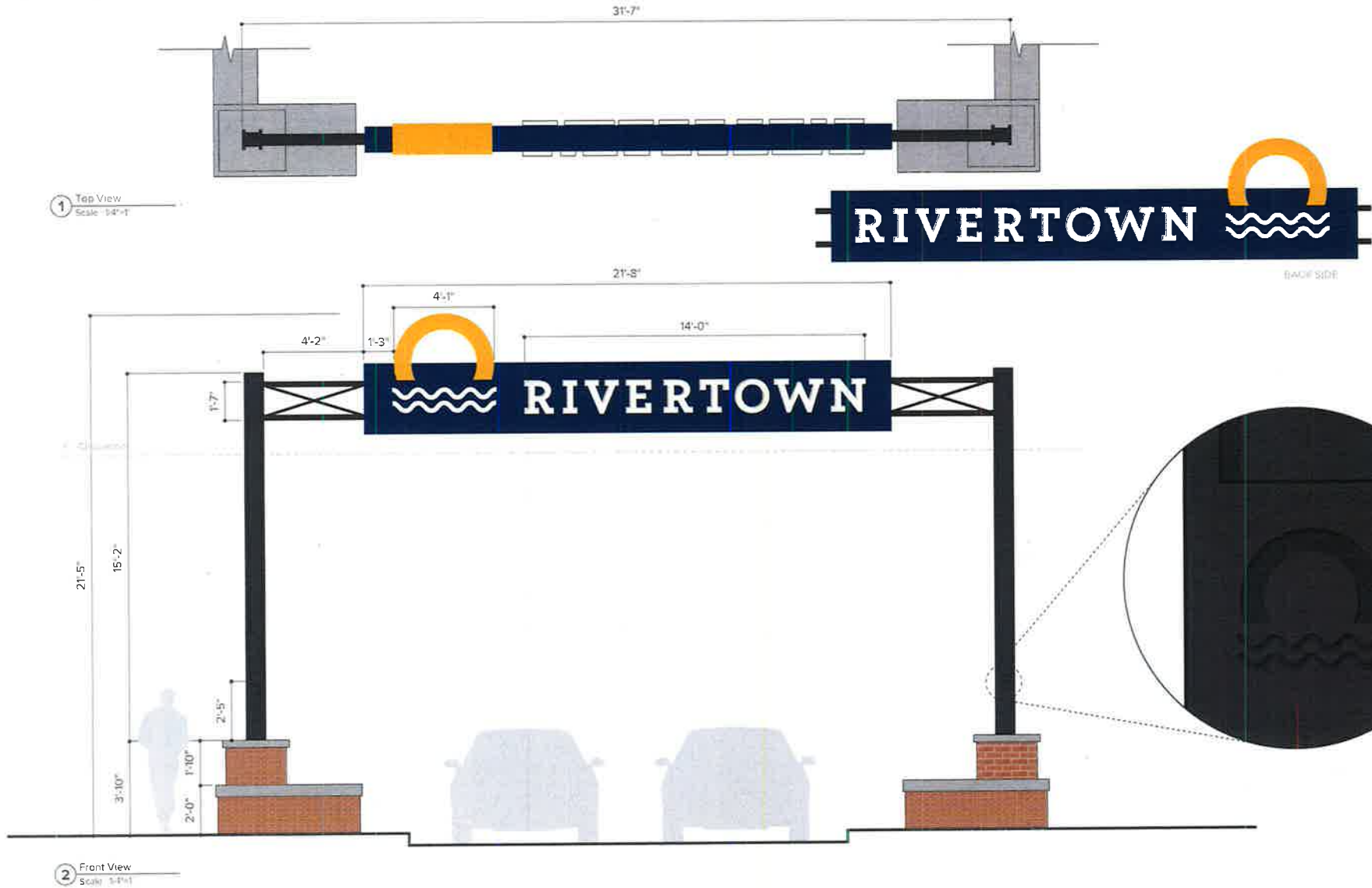
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OPTION 4



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REVISIONS	DATE

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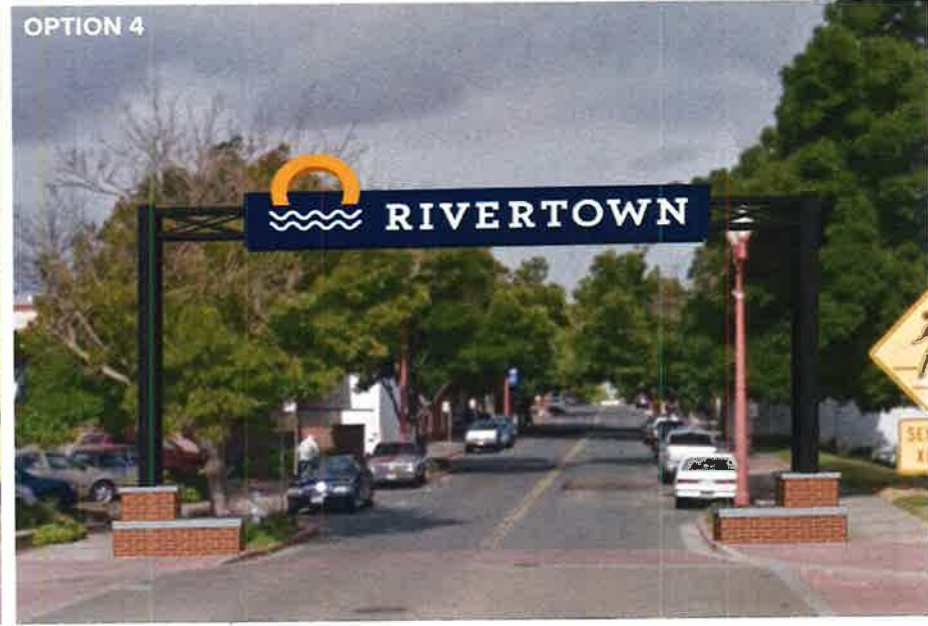
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D1 | Rivertown District Identity Landmark
Location Rendering



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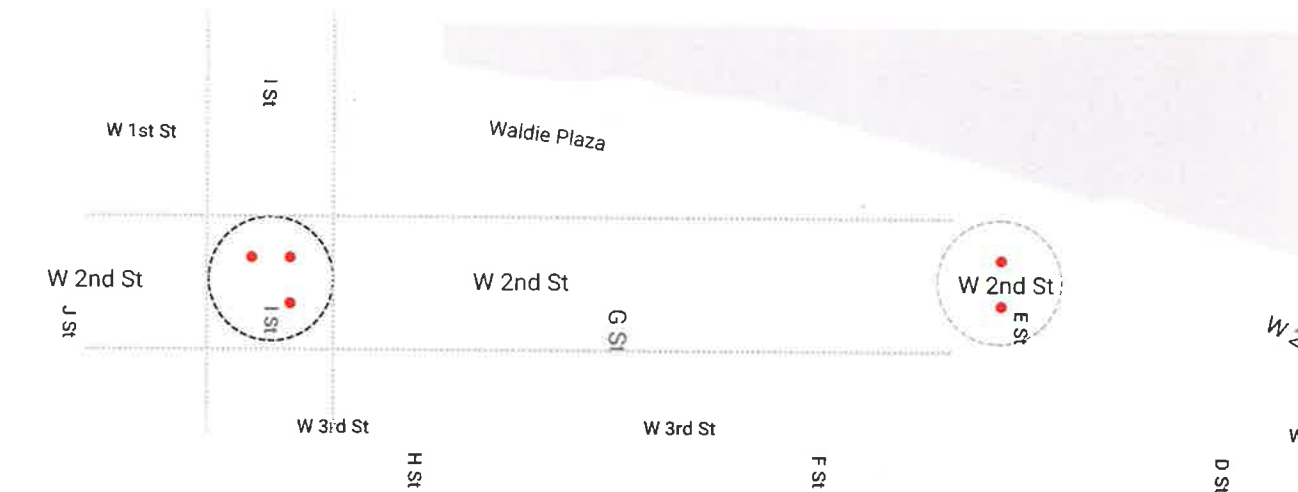
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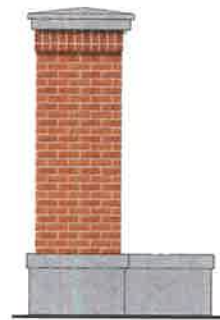
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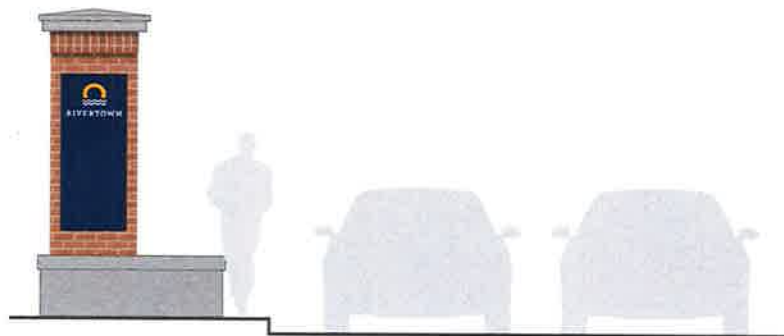
IDENTITY AT I ST



Key Plan
Scale: NTS



1 Side View (Typ)
Scale: 1/4"=1'



2 Contextual Elevation
Scale: 1/4"=1'



3 Front View
Scale: 1/2"=1'

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TAILORED AND CRAFTED BY


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CITY OF
ANTIOCH
CALIFORNIA


STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Junming Li, Assistant Engineer 

REVIEWED BY: Scott Buenting, Project Manager 

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Consideration of Bids for the Speed Hump, Speed Table and Raised Crosswalk System Installation (P.W. 282-19)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the Speed Hump, Speed Table and Raised Crosswalk System Installation in the amount of \$80,000 from the Measure J Fund;
2. Awarding the construction agreement for the Speed Hump, Speed Table and Raised Crosswalk System Installation to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc.;
3. Approving an Agreement with Consolidated Engineering, Inc. in the amount of \$242,760 in substantially the form attached as "Attachment C"; and
4. Authorizing the City Manager to execute the Agreement with Consolidated Engineering, Inc. for a total amount of \$242,760.

FISCAL IMPACT

Adoption of this resolution will increase the fiscal year 2021/22 Capital Improvement Budget by \$80,000 of Measure J Funds to a total project budget of \$300,000. The total budget includes construction engineering and management, inspection, testing and contract administration of the Speed Hump, Speed Table and Raised Crosswalk System Installation ("Project").

DISCUSSION

On December 12, 2017, City Council adopted a policy to address vehicular speeding issues in residential neighborhoods throughout the City. This Traffic Calming Policy

stated that the first phase of the process shall consist of conducting a speed study, establishing and posting appropriate signage and striping, placing a mobile radar trailer on the subject street and increased traffic enforcement. If this enforcement did not resolve the speeding issue, then placement of traffic calming devices would be considered.

City staff evaluated several streets based on the criteria established by this policy, but no street met the requirement of 67 percent response in favor of traffic calming devices. As a result, on August 25, 2020, the City Council approved revisions to the City's Traffic Calming Policy, which included that a minimum of 25 percent of all ballots must be returned with 67 percent of the returned ballots in favor of the proposed installation; each ballot will include a prepaid mail back postcard; for removal of traffic calming devices, a minimum of 50 percent of all ballots must be returned with at least 75 percent of all returned ballots in favor of removal; and the application for speed hump or speed cushions will include a petition for neighborhood support.

Based on this revised policy, City staff determined that streets that had greater than 50 percent of residents surveyed respond in favor of placement of traffic calming devices would proceed to installation. These streets are East 13th Street (E. Lake Drive to Minaker Drive), Eagleridge Drive (Bluerock Drive to Rockford Drive), Hidden Glen Drive (Hillcrest Avenue to Ridgeline Drive), and Mission Drive (Buchanan Road to Palo Verde Way/Los Altos Way). A letter was sent to residents on these streets informing them of the plan to install traffic calming devices with a map showing the location.

The remaining streets were resurveyed for approval using the revised policy guidelines. Three streets received the necessary approval to qualify for installation and will be included in a future project.

On July 6, 2021, one (1) bid was received and opened, as shown on the attached tabulation. The bid was submitted by Consolidated Engineering, Inc. of Valley Springs in the amount of \$242,760. The bid has been checked and found to be without errors or omissions.

ATTACHMENTS

- A: Resolution
- B: Bid Tabulation
- C: Construction Agreement
- D: Vicinity Map

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK
SYSTEM INSTALLATION AGREEMENT, APPROVING A CONSTRUCTION
AGREEMENT WITH CONSOLIDATED ENGINEERING, INC.,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
AND AMENDING THE FISCAL YEAR 2021/22 CAPITAL IMPROVEMENT BUDGET
P.W. 282-19**

WHEREAS, the Speed Hump, Speed Table and Raised Crosswalk System Installation ("Project") was published and advertised in the East County Times on June 1, 2021 and June 3, 2021 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on July 6, 2021, one (1) bid was received for the Project;

WHEREAS, the City Council has considered an amendment increasing the fiscal year 2021/22 Capital Improvement Budget in the amount of \$80,000 from the Measure J Fund;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc. ("CEI"); and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with CEI for a total amount of \$242,760.

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

1. Approves an amendment to increase the fiscal year 2021/22 Capital Improvement Budget in the amount of \$80,000 for Speed Hump, Speed Table and Raised Crosswalk System Installation from the Measure J Fund;
2. Awards the construction agreement for the Speed Hump, Speed Table and Raised Crosswalk System Installation to the lowest responsive and responsible bidder, Consolidated Engineering, Inc.;
3. Approves an agreement with Consolidated Engineering, Inc. for a total amount of \$242,760 in substantially the form attached as "Attachment C" to the staff report; and
4. Authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

RESOLUTION NO. 2021/**

July 27, 2021

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 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Speed Humps, Speed Tables and Raised Crosswalk System Installation
(P.W. 282-19)

BIDS OPENED: July 6, 2021 ~ 2:00 p.m.
Parking Lot Directly South of City Hall

	Engineer's Estimate	Consolidated Engineering, Inc. Valley Springs				
TOTAL BID PRICE	\$115,000.00	\$242,760.00				

LIST OF SUBCONTRACTORS

<i>Consolidated Engineering, Inc.</i>				
<u>Striping/Signage</u> Chrisp Company				

ATTACHMENT "B"

ATTACHMENT "C"

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July 2021 by and between CONSOLIDATED ENGINEERING, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 282-19**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be ninety (90) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Two hundred forty two thousand, seven hundred sixty dollars (\$242,760.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

SCHEDULE OF BID PRICES FOR SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK SYSTEM INSTALLATION (P.W. 282-19)

Item No.	Unit	Description	Unit Price	Extended Amount
1.	1 LS	Mobilization, complete in place for the lump sum price	\$9,800.00	\$9,800.00
2.	240 LF	Speed Hump System, complete in place for the unit price per linear foot	\$289.00	\$69,360.00
3.	25 LF	Speed Table System, complete in place for the unit price per linear foot	\$688.00	\$17,200.00
4.	1 EA	Raised Crosswalk System (Mission Drive), complete in place for the unit price per each	\$46,500.00	\$46,500.00
5.	1 EA	Raised Crosswalk System (2 nd Street), complete in place for the unit price per each	\$99,900.00	\$99,900.00
TOTAL BID PRICE			\$242,760.00	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. 1 to 2, inclusive
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: Capital Improvements Division
City of Antioch
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Casey Curtin
Consolidated Engineering, Inc.
P.O Box 701
Valley Springs, CA 955252
209-482-0164

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

CONSOLIDATED ENGINEERING, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA

A Municipal Corporation

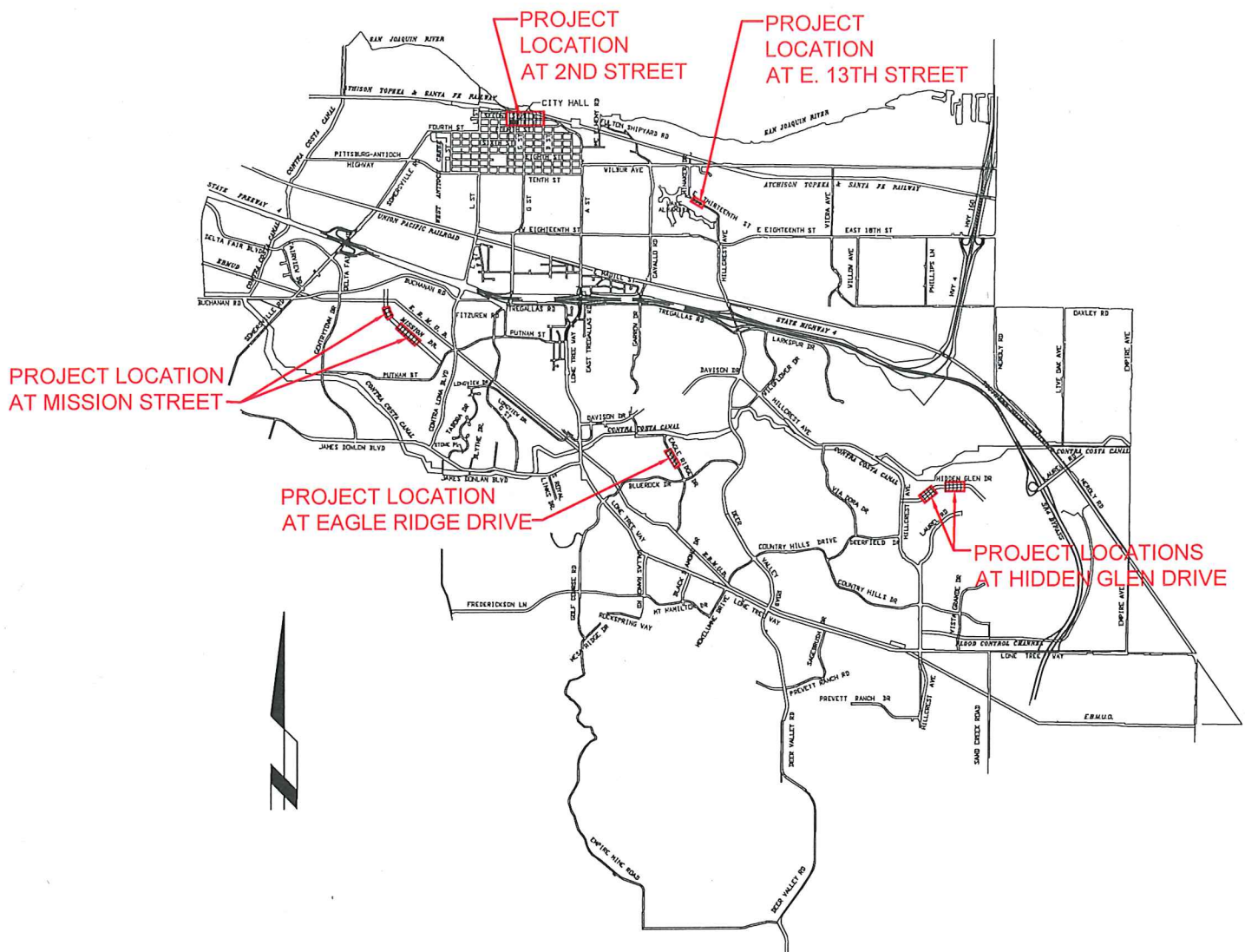
By: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

ATTACHMENT "D"




VICINITY MAP
NOT TO SCALE

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving a New Class Specification for Unhoused Resident Coordinator, Assigning a Salary Range, and Assigning the Classification to the Confidential Bargaining Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the New Class Specification for Unhoused Resident Coordinator, assigning a salary range, and assigning the classification to the Confidential Bargaining Unit.

FISCAL IMPACT

The salary range (without benefits) for one (1) Unhoused Resident Coordinator is \$6,629 - \$8,059. The total annual range of cost of funding (1) Unhoused Resident Coordinator is (Step A – Step E) \$156,996 - \$184,759. The cost of this position is included in the General Fund FY2021-23 Budget.

DISCUSSION

The Unhoused Resident Coordinator position was approved by City Council on August 25, 2020 as a part-time position on the hourly salary schedule. The Unhoused Resident Coordinator full-time position was approved by City Council on June 22, 2021 with the adoption of the FY21-23 Budget. This classification will concentrate specifically on addressing the needs of Antioch's unhoused population and report to the City Manager. Upon hire of the full-time Unhoused Resident Coordinator, the part-time Unhoused Resident Coordinator classification will be removed from the hourly salary schedule. Some of the duties include:

- Maintain an up-to-date inventory of the resources available within the City of Antioch to prevent and respond to homelessness, including resources operating within the City, as well as regional resources and strategies that serve people within the City.
- Participate in the identification, planning, development, and implementation of new and/or modified programs that would promote and enhance the mission, goals, and objectives of the City to serve people who are unhoused.

- As needed, facilitate meetings between City and County departments (e.g., Contra Costa County Health Services, Public Works, Police Department, Community Development, etc.) to explore possible responses to immediate public health concerns and other emerging issues as it pertains to homelessness.
- Conduct research; prepare, revise, and implement various administrative policies, procedures, rules, and regulations in accordance with sound organizational practices; develop and revise office forms and report formats.

Please refer to Attachment A – Exhibit 1 for the Unhoused Resident Coordinator Class Specification.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Unhoused Resident Coordinator Class Specification

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR UNHOUSED RESIDENT
COORDINATOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

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

WHEREAS, City Council has appropriated for and approved this New Classification on June 22, 2021 with the adoption of the Fiscal Year 2021 – 23 Budget;

WHEREAS, for internal equity purposes the recommended salary range for the Unhoused Resident Coordinator Classification is \$6,629 - \$8,059 per month;

WHEREAS, the Confidential Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the Unhoused Resident Coordinator Class Specification will be assigned to the Confidential Bargaining Unit.

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

Section 1. The Class Specification for the classification of Unhoused Resident Coordinator, attached hereto as "Exhibit 1", is hereby approved and added to the City of Antioch Employees' Classification System;

Section 2. The Unhoused Resident Coordinator Classification is hereby assigned a monthly salary range of \$6,629 - \$8,059; and

Section 3. The Unhoused Resident Coordinator Classification is hereby assigned to the Confidential Bargaining Unit.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of July, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

UNHOUSED RESIDENT COORDINATOR

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

SUMMARY DESCRIPTION

Under general supervision of the City Manager or designee, assist the City in the development and implementation of core strategies to prevent and respond to homelessness within Antioch. Initiate and cultivate collaborative partnerships with agencies and groups that work with or provide services/support to people who are unhoused in the City, with a focus on improving coordination of available services and increasing resource capacity. Advocate for housing services to the community at large.

REPRESENTATIVE DUTIES

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

1. Development and ongoing assessment of key strengths, priorities, and gaps in the City's ability to effectively address homelessness within its jurisdiction and develop strategies to improve the City's response. Work with the City Manager and City Council to develop and document the City's overall mission, goals and objectives relating to homelessness.
2. Maintain an up-to-date inventory of the resources available within the City of Antioch to prevent and respond to homelessness, including resources operating within the City, as well as regional resources and strategies that serve people within the City.
3. Facilitate meetings with service providers and community groups related to coordination of services within the jurisdiction, identification of needs and priorities for new or expanded services, and other items pertinent to assisting with management of the City's response to homelessness.
4. Participate in the identification, planning, development, and implementation of new and/or modified programs that would promote and enhance the mission, goals, and objectives of the City to serve people who are unhoused.
 - A. Research models of quality services and programs that address needs within the city and provide recommendations to the City Manager and City Council regarding strategies to best meet Antioch's needs within the context of available resources. This may include, but is not limited to, outreach, emergency shelter, transitional and permanent housing models.
 - B. Develop initial and ongoing operational cost estimates for proposed interventions.
 - C. Support the planning and development process for programs that receive funding from the City of Antioch to serve people who are unhoused. This includes drafting the scopes of work for procurement processes, assisting with interdepartmental coordination and/or site acquisition for new projects, and working with contracted providers to ensure implemented programs align with their scopes of work.

CITY OF ANTIOCH
UNHOUSED RESIDENT COORDINATOR (CONTINUED)

- D. In coordination with contract monitoring staff, serve as a liaison between City-funded providers of services for unhoused residents and City departments to facilitate coordination and delivery of services.
5. Provide strategic guidance to City Manager and periodic updates to the City Committee's and City Council on the City's services for people who are unhoused and the region's homelessness response efforts.
 6. Attend and represent the City of Antioch at relevant planning and coordination meetings for Contra Costa County's Continuum of Care and Coordinated Entry System.
 7. As needed, facilitate meetings between City and County departments (e.g., Contra Costa County Health Services, Public Works, Police Department, Community Development, etc.) to explore possible responses to immediate public health concerns and other emerging issues as it pertains to homelessness.
 8. Attend and present at community events to provide education on the City's services and response to homelessness.
 9. Research and identify prospective philanthropic opportunities in and outside of Antioch to support projects addressing homelessness within the City of Antioch.
 10. Conduct research; prepare, revise, and implement various administrative policies, procedures, rules, and regulations in accordance with sound organizational practices; develop and revise office forms and report formats.
 11. Effective engagement and interaction with the unhoused population, the City's field personnel, partner organizations and allied agencies.
 12. Prepare spreadsheets, reports and correspondence as required.
 13. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- The implementation of quality services and programs for people who are unhoused.
- Principles and practices of public administration.
- Principles and practices of program development and administration.
- Principles and applications of critical thinking and analysis.
- Recent developments, research methods, current literature, and sources of information related to services for people who are unhoused.
- Principles and practices of budget preparation.
- Principles of business letter writing.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion.

CITY OF ANTIOCH
UNHOUSED RESIDENT COORDINATOR (CONTINUED)

- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Handle multiple activities or interruptions at once and prioritize work tasks prudently and independently or while working in a team environment.
- Develop and implement coordination strategies amongst different entities including related City departments (e.g., law enforcement, public works, etc.), County departments (H3), and non-profits to achieve strategic priorities.
- Problem solving and conflict resolution skills.
- Use strong written and verbal communication skills to deliver public presentations and staff reports to City Council.
- Plan and facilitate meetings of community-based organizations, faith-based groups, community leaders, and volunteers of diverse backgrounds.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Maintain confidentiality of information.
- Prepare clear and concise records, reports, correspondence and other written material.
- Use good judgment and common sense in handling difficult situations.
- Communicate clearly and concisely, both orally and in writing.
- Effectively interface with a variety of audiences both in office and field environments.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Bachelor's Degree from an accredited College or University, with major course work in Urban Planning, Public Policy, Public Administration, Business Administration, Urban Studies or closely related field, and

Experience:

Minimum of Three (3) years of full time (or the equivalent of full time) experience in services, planning, or policy for people experiencing homelessness.

License or Certificate:

Possession of an appropriate, valid driver's license. An out-of-state valid Motor Vehicle Operator's License will be accepted during the application process, but a valid California license must be obtained within six (6) months of appointment to the position.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office setting and in an outdoor field environment with travel to different sites; exposure to noise, dust, weather and temperature

CITY OF ANTIOCH
UNHOUSED RESIDENT COORDINATOR (CONTINUED)

conditions; exposure to potentially hostile individuals and environments; work and/or walk on various types of surfaces; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

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

Exempt

Created: July 2021


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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Budget Allotment for each Council Member's Conferences and Travel

RECOMMENDED ACTION

It is recommended that the Council discuss and provide direction to staff regarding an appropriation of a Budget Allotment for each Council Member's Conferences and Travel.

FISCAL IMPACT

The City Council's adopted General Fund budget for Conferences/Dues is \$15,000 for Fiscal Year 2022.

DISCUSSION

On June 22, 2021, the City Council adopted the Fiscal Year 2021-23 Budget. The City of Antioch Travel and Expense Policy for Elected and Appointed Officials, Section V. Conferences states "During the budget process, the City Council shall appropriate a Budget Allotment for each Council Member's Travel. If a Council Member exceeds their Budget Allotment or if the Council Member requests travel outside the continental United States, the City Council shall review the conference request at a regularly scheduled meeting and decide, through City Council action if attendance to any such conference is approved."

ATTACHMENTS

Exhibit A - Travel and Expense Policy Elected and Appointed Officials

**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 and/or business. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, and Police Crime Prevention Commission, and other boards or committees established by the City Council there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests and/or business 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. Vehicle allowance shall cover all vehicle related expenses including but not limited to bridge tolls, routine parking fees, gasoline, wear and tear of personal vehicle, maintenance, and insurance. Elected officials receiving a monthly vehicle allowance shall be eligible for mileage reimbursement for travel beyond a 75-mile radius from the City of Antioch City Hall based on mileage rate set by the IRS code. Reimbursement shall be for the incremental miles beyond the 75-mile radius.

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.

II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members and other Elected and Appointed Officials 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 and other elected and appointed officials will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50; City Clerk \$50; City Treasurer \$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 detailed 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. All reimbursement requests must include original itemized receipts and information on local city events attended.

V. CONFERENCES

During the budget process, the City Council shall appropriate a budget allotment for each Council Member's travel. If a Council Member exceeds their budget allotment or if the Council Member requests travel outside of the continental United States, the City Council shall review the conference request at a regularly scheduled meeting and decide, through City Council action if attendance to any such conference is approved.

At least (60) days prior to the conference start date, Elected City Officials shall submit a Conference Profile to the City Manager that includes all conference-related travel including travel that is within the Council Members budget allotment. The Conference Profile will include but not be limited to:

- Summary of how the Conference relates to the Vision and Strategic Plan and City policy.
- Description of how the educational benefits of the conference will strengthen the Elected City Official's ability to lead and serve in the City of Antioch.
- Description of how the networking benefits of the conference will strengthen the Elected City Official's ability to lead and serve the City of Antioch.
- Estimated cost of the conference, and if applicable the cost of hotel, meals, mileage, airfare, and any other applicable cost.

The Conference Profile must be submitted to the City Manager (60) days prior to the conference start date in order to take advantage of discount pricing for conference, hotel, airfare, etc.

VI. 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.

(A) PROCEDURE

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

(B) AUTHORIZATION PROCESS

During the budget process, the City Council shall appropriate a budget allotment for each Council Members travel. If a Council Member exceeds their budget allotment or the Council Member is requesting travel outside of the continental United States, the City Council shall decide, through City Council action if attendance to any conference is approved.

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. For advance payment, the request must be submitted to the Finance Department two weeks prior to the travel date for the Finance Department to process such request.

EXHIBIT A
March 24, 2020

Advance payment must be requested through TA/WR with a copy of the training, meeting or conference announcement as proof of official City business trip. 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 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. 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 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.

VII. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act ¹, 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.

VIII. 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
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Designation of an Alternate Delegate for the League of California Cities Annual Conference

RECOMMENDED ACTION

It is recommended that the City Council appoint an Alternate Delegate for the 2021 League of California Cities Annual Conference.

FISCAL IMPACT

The League of California Cities Annual Conference will be held September 22 through September 24, 2021. The cost of registration is \$600 per person plus the cost of hotel estimated at \$675 (\$205 per day plus \$20 self-parking for 3 days) per person. The City Council Fiscal Year 2022 budget includes sufficient funds to cover this expense.

DISCUSSION

The League's 2021 Annual Conference is scheduled for September 22 – September 24, 2021. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled on Friday, September 24, 2021. At that meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a Voting delegate. The City Council appointed Councilmember Barbanica as its voting delegate at the December 8, 2020 meeting. The City Council has not yet appointed an alternate voting delegate. The City may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

The attached voting delegate form must be completed and returned to the League's office no later than Wednesday, September 15, 2021. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

ATTACHMENTS

- A. League of California Cities' Letter dated June 16, 2021
- B. Annual Conference Voting Procedures
- C. 2020 Annual Conference Voting Delegate/Alternate Form

**Council Action Advised by August 31, 2021**

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

CITY: Antioch

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org


Phone: (916) 658-8254

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Establish Youth Development Programming Opportunities with A Special Focus on the Sycamore Neighborhood

RECOMMENDED ACTION

It is recommended that the City Council discuss and provide direction to City staff.

FISCAL IMPACT

This recommended action has no direct fiscal impact at this time.

DISCUSSION

This item is for City Council's discussion and direction.

ATTACHMENTS


None.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular meeting of July 27, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anthony Morefield, Police Captain

APPROVED BY: Tammany Brooks, Chief of Police 

SUBJECT: Antioch Police Department Policy 423: Body-Worn Cameras (BWC) and Policy 427: Mobile Video/Audio Recorder (MVAR)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to accept and approve the Antioch Police Department Body-Worn Camera and Mobile Video/Audio Recorder policies.

FISCAL IMPACT

There is no fiscal impact in accepting and approving these policies.

DISCUSSION

During the Regular Council Meeting on March 9, 2021, the Antioch City Council approved the purchase of Axon BWC and MVAR technology for use by the Antioch Police Department. In a subsequent meeting on April 13, 2021, the City Council established the Police Reform Standing Committee (later renamed the Police Oversight Standing Committee). The standing committee's responsibilities span several areas, including the review Antioch Police Department (APD) policies, provide community updates, and solicit community input on APD policies.

As part of the implementation process for the new BWC and MVAR technologies, the Police Department established a BWC/MVAR Policy [and Implementation] Committee of Sworn Officers and Supervisors along with Records and Dispatch staff. This group met on a regular basis over a period several months and spent hundreds of staff hours researching existing BWC and MVAR policies from across the State of California. In addition, this committee examined federal and state laws which guide the use of this technology along with reports on industry best practices.

The Police Department contracts with a company called Lexipol which designs (web based) policy manuals and training for law enforcement agencies all over the United

States. Lexipol further provides a full library of customizable, state-specific law enforcement policies that are updated in response to new state and federal laws and court decisions. The BWC/MVAR Policy Committee made edits to the Lexipol template BWC and MVAR policies, tailoring specific functionality and workflow to Police Department operational practices, while remaining consistent with federal and state guidance as well as industry best practices.

These policies were presented to the Antioch Police Oversight Standing Committee during a special meeting on July 13, 2021. The Committee did not approve the policies as presented, but instead directed staff to work with Committee Chair Torres-Walker on recommended revisions. Staff met with Committee Chair Torres-Walker on July 20 and July 22, 2021 and was able to identify and make agreed upon changes to both policies. Staff also met and conferred with the Antioch Police Officers Association on July 22, 2021 regarding the proposed changes.

The Police Oversight Standing Committee meeting is scheduled to take place immediately prior to the July 27, 2021 City Council meeting.

ATTACHMENTS

- A. Resolution
- B. APD Body-Worn Cameras Policy 423 (Draft)
- C. APD Mobile Video/Audio Recorder Policy 427 (Draft)

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ANTIOCH POLICE DEPARTMENT BODY-WORN CAMERA AND
MOBILE VIDEO/AUDIO RECORDER POLICIES**

WHEREAS, on April 13, 2021, the Antioch City Council established a Police Reform Standing Committee of the Whole City Council;

WHEREAS, on June 8, 2021, the Police Reform Standing Committee of the Whole City Council was renamed to the Police Oversight Standing Committee;

WHEREAS, one of the standing committee's responsibilities is to review Antioch Police Department policies;

WHEREAS, on March 9, 2021, the Antioch City Council approved the purchase of Axon body-worn cameras and mobile video audio recorders, which, required new departmental policies governing their use prior to implementation;

WHEREAS, staff presented policies for the body-worn cameras and mobile video audio recorders to the Police Oversight Standing Committee on June 27, 2021; and

WHEREAS, the Police Oversight Standing Committee reviewed and made a recommendation that the City Council approve the presented Antioch Police Department Body-Worn Camera and Mobile Audio Video Recorder policies.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the City Council of the City of Antioch hereby approve the Antioch Police Department Body-Worn Camera and Mobile Audio Video Recorder policies.

* * * * *

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 27th day of July, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

Body-Worn Cameras (BWC)

423.1 PURPOSE AND SCOPE

The Antioch Police Department (APD) recognizes the use of Body-Worn Cameras (BWCs) by its officers conveys a sense of law enforcement legitimacy, accountability, and transparency. The APD believes video and audio recordings from BWCs will serve as a tool to maintain and enhance the community's trust in the Department. The recordings will capture interactions with the public and provide additional means of evidence collection for criminal investigations, administrative investigations, and civil litigation. In addition, BWCs will serve as a valuable training aid for officers.

While BWC recordings can provide an unbiased and objective account of a police contact, there are limitations to BWC video technology. Specifically, there are inherent differences between how human beings see and interpret their surroundings and how BWCs record video. In some cases, an officer may capture information not observed by a BWC just as a BWC may capture information not heard or seen by an officer. Therefore, it is critical to consider BWC footage as one piece of useful information regarding an incident, just as an officer's experience, state of mind, and input gleaned from his or her other senses would be considered useful information. Where these varied sources of information are combined, a more complete picture of an incident can be obtained.

423.1.1 DEFINITIONS

Activation – Triggering the Body-Worn Camera by touch or any other method, which initiates the audio and video recording functions.

Blue Team – IAPro Blue Team is web-based computer software that allows supervisors to enter use of force incidents, pursuits, and audits from a department computer.

De-Activation – Discontinuing audio and video recording and returning the camera to a standby mode in the on position.

Muting – A function of the BWC that allows for video recording while audio recording is disabled.

On Position – Switching the on/off switch of the camera into a standby mode which allows the camera, when activated, to capture the previous **30 seconds** of video, excluding audio.

Stealth Mode – A function of the BWC where the LED indicator lights, sounds, and vibrations are disabled.

423.2 POLICY

It is the policy of the Antioch Police Department to utilize BWCs in a manner that will assist in criminal investigations and prosecution as well as civil litigation, by providing a recording of the incident that may supplement an employee's report and help document police conduct, investigations, and enforcement activity.

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423.3 MEMBER PRIVACY EXPECTATION

All recordings made by members acting in their official capacity shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

423.4 PROCEDURE **GENERAL**

All personnel issued a BWC are required to wear and use their BWCs while working in uniform. A “uniform” is to be considered the standard uniform of the day based on assignment. This would include, but is not limited to, any apparel (e.g. tactical/raid vests, visible badge and firearm) that identifies the wearer as a police officer or community service officer (CSO).

Exceptions:

It is recognized that employees assigned to a specialized unit or a task force could face several practical and operational challenges that may, on occasion, prevent the use of BWCs while performing their duties. Employees issued a BWC system, and who are assigned to specialized units (non-uniformed positions), should have their BWC available to be used if needed. Such non-uniformed employees are responsible for ensuring the recording devices are in good working order prior to going on duty and shall use the device in accordance with this policy whenever they are involved in pre-planned events or pre-planned enforcement as outlined in section 423.5 (ACTIVATION/DEACTIVATION OF THE BWC) of this policy. These exceptions include:

- (a) Uniformed personnel attending a formal event, funeral or specified training assignment.
- (b) Personnel assigned to a non-uniformed position may carry a BWC at any time the employee believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed employees should wear the BWC in a conspicuous manner when reasonably practical.
- (c) Personnel working in an undercover capacity or while conducting plain clothes surveillance where the intent is not to be identified as a police officer and no enforcement action is planned.
- (d) Personnel with express managerial approval in accordance with this policy.

423.4.1 OFFICER RESPONSIBILITIES

Uniformed personnel assigned a BWC and working a patrol, jail, or front counter assignment are responsible for ensuring that they are equipped with a Department-issued BWC and the camera is fully charged and in good working order at the beginning of their shift. If a device is in need of repair, employees will notify their supervisor and turn the BWC into the BWC Administrator for repair or replacement.

On-duty uniformed personnel issued a BWC shall affix their issued BWC to their uniform above the belt line in a conspicuous manner at a location that will facilitate an optimum recording field of view.

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No employee shall deliberately remove, dismantle, or tamper with any hardware and/or the evidence management software component of the BWC.

All personnel are responsible for ensuring their assigned BWC is docked at the end of their shift and should make every reasonable effort to tag their videos by the end of their shift.

423.4.2 SUPERVISOR RESPONSIBILITIES

Supervisors shall ensure officers utilize the BWC according to this policy. Supervisors shall ensure videos related to Officer-Involved Critical Incidents are uploaded as soon as possible following the event or as requested by a supervisor.

Supervisors may have the ability to immediately resolve citizen complaints by viewing video captured by the officer's BWC prior to contacting the citizen. At no time, except at the direction of the Chief or designee, shall the supervisor allow the citizen to view the file footage.

423.4.3 WATCH COMMANDER RESPONSIBILITIES

On a monthly basis, Watch Commanders shall perform a random audit, from a randomly selected date/time during the prior month, to review a minimum of five (5) consecutive calls for service with associated BWC files. The purpose of the audit should be to determine employee policy compliance, training needs, equipment malfunction, and consistency between the BWC video and associated police reports.

Minor policy violations (not criminal in nature) discovered during any review of recorded materials in accordance with departmental policy, should be viewed as training opportunities and not as routine disciplinary actions. Watch Commanders will continue to have discretion to resolve the violation with training or informal counseling. Should the behavior or action become habitual after being informally addressed, the appropriate disciplinary or corrective action should be taken.

Officers subject to a random "audit" shall be notified via department email, with the results of the audit.

423.5 ACTIVATION/DEACTIVATION OF THE BWC

There are many situations when to activate the BWC; however, this policy is not intended to describe every possible circumstance. The safety of officers and members of the public is the highest priority, and the Department acknowledges there may be situations in which operation of the device is impractical or may be an impediment to public and officer safety. Additionally, the Department recognizes human performance limitations during particularly stressful, critical situations. Users shall activate the camera when safe to do so.

While on duty, officers will keep their BWCs in the "on" position and buffering in mode except when inside the Police Department. In addition, officer may keep the BWC in the "off" position while the camera is permitted off, per Section 423.4.

423.5.1 WHEN TO ACTIVATE

During their shift, officers shall activate the BWC prior to initiating investigations and enforcement activity, whether self-initiated or in response to a dispatched call.

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Officers shall record non-enforcement contacts should they become confrontational, assaultive or enforcement oriented. In addition to the required conditions, personnel shall activate the system any time its use would be appropriate and/or valuable to document an incident.

Also, officers shall not be required to activate or deactivate their BWC based solely on the requests or demands of a citizen, but rather rely on their training and this policy to direct their use of the BWC.

While there may be circumstances in which the BWC cannot be activated immediately, the goal is to capture interactions with the public while providing police services. In the event an officer decides not to turn on their BWC based on the belief that their safety or the safety of the public is in jeopardy, the onus of providing evidence of such fact is the employee's responsibility. Any failure to activate the BWC in a circumstance in which the objective facts dictate otherwise, shall be cause for discipline.

423.5.2 AUTOMATIC ACTIVATION

The AXON BWC system has several methods of automatic activation external to the device itself. These methods of activation are as follows:

- Activation of the AXON TASER Conducted Electrical Weapon (CEW)
- Activating Code-3 Patrol Vehicle lights
- Removing a firearm from holster (for officers with a signal sidearm detection device)

No employee of this department shall intentionally disable any of the automatic activation features of this BWC system.

423.5.3 WHEN TO DEACTIVATE

BWC recordings shall not be intentionally deactivated until the conclusion of the encounter, except for tactical or safety reasons, or once the encounter no longer holds evidentiary, administrative, or investigative value.

423.5.4 OPTIONAL RECORDINGS

When conducting an investigation, the officer shall attempt to record the crime victim or witness' statement with the BWC. The recording may be valuable evidence that contributes to or complements an investigation. While evidence collection is important, the Department also recognizes it is important for officers to maintain credibility with people wanting to share information with law enforcement.

On occasion, an officer may encounter a reluctant crime victim or witness who does not wish to make a statement on camera. In these situations, the officer should continue to develop rapport with the individual while balancing the need for evidence collection with the individual's request for privacy. Officers should use their best discretion and consider not recording in the following situations:

- (a) Obtaining victim and witness statements in Sexual Assault or Child Abuse cases.
- (b) In a facility whose primary purpose is to provide psychiatric or medical services, unless responding to a call involving a suspect, taking a suspect statement, or addressing an issue which requires police action.

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- (c) In order to gain the cooperation of citizens who are reluctant to provide a statement while being recorded.
- (d) Conversations with agency personnel or members of personnel from another agency involving tactics and strategy.

423.5.5 BWC AUDIO MUTE MODE

The AXON BWC has mute capabilities. Utilizing the function button, the camera can be placed in a mode where video will continue to be saved, but audio recording will be disabled.

This mode may be useful in any incident where the officer determines audio recording should be deactivated, based on articulable reasons (i.e., sensitive intelligence gathering such as meeting with informants, when discussing sensitive tactical or confidential law enforcement information). These articulable reasons will be clearly documented in a written report.

423.5.6 ADVISEMENT AND CONSENT

For the purpose of this policy, it shall be presumed that any individual contacted by a uniformed officer wearing a conspicuously mounted body camera recorder will have knowledge that such a contact is being recorded.

423.5.7 EXPLOSIVE DEVICES

Many portable recorders, including BWCs and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

423.6 PROHIBITED USE OF PORTABLE RECORDERS

Personnel are not required to activate the BWC during routine, incidental contact with a citizen, (i.e., giving directions or lunch breaks). Officers shall not surreptitiously record any department member without their consent, a court order, or unless lawfully authorized by the Chief of Police or designee for the sole purposes of a criminal investigation.

423.6.1 PROHIBITED USE OF BIOMETRIC SURVEILLANCE SYSTEM

The installation, activation, or use of biometric surveillance systems, including facial recognition, in connection with portable recorders is prohibited (Penal Code § 832.19).

423.7 DOCUMENTING USE OF BWCS

Personnel should not substitute a BWC recording for a detailed and thorough report. The assigned member is required to note the existence of the BWC recording in the associated crime report. In the event an activity required, by policy, to be recorded is not captured in whole or in part, the employee must articulate the reasoning.

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423.8 STORAGE AND RETENTION OF RECORDINGS

All BWC recordings will be stored via cloud storage, currently Evidence.com. The cloud storage service shall comply with Criminal Justice Information Systems (CJIS) requirements for law enforcement digital evidence storage.

Recordings of the following should be retained for a minimum of three years. (Penal Code § 832.18):

- (a) Incidents involving use of force by an officer.
- (b) Officer-involved shootings or any other Law Enforcement Involved Fatal Incident (LEIFI)
- (c) Incidents that lead to the detention or arrest of an individual
- (d) Recordings relevant to a formal or informal complaint against an officer or the Antioch Police Department

Recordings containing evidence that may be relevant to a criminal prosecution should be retained for any additional period required by law for other evidence relevant to a criminal prosecution (Penal Code § 832.18).

BWC recordings relating to incidents where criminal charges are filed shall be retained for at least one year after whichever of these events occurs last:

- (a) the matter is resolved; or,
- (b) the defendant has been released from custody; or,
- (c) the appeal is final.
- (d) The BWC recording may be destroyed earlier than this if the district attorney or other prosecuting agency, all defendants and the City Attorney are notified and given time to object prior to any destruction of a BWC recording related to a criminal incident.

All other recordings should be retained for a period consistent with the requirements of the organization's records retention schedule but, in no event, for a period less than 180 days.

Records or logs of access and deletion of recordings should be retained permanently (Penal Code § 832.18).

423.8.1 UNAUTHORIZED ACCESS AND USE

All BWC recordings shall remain the property of the Department and constitute official records of investigation of the Department. Unauthorized access to, use, duplication, and/or distribution of BWC files is prohibited. Personnel shall not make copies of any BWC file for their personal use and are prohibited from using a recording device such as a phone camera or secondary video camera to record BWC files.

Personally owned BWCs shall not be used while on duty. This does not preclude personnel to employ the use of a secondary or "back-up" device should their BWC become disabled or is unavailable for any reason. Secondary devices include department-issued cell phones, digital recording devices, or any device capable of capturing audio/video. Any such recording captured

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using a secondary device, will be considered the property of the Department and constitute official records of investigation of the Department.

423.8.2 ACCIDENTAL RECORDINGS

In the event of an accidental activation of the BWC where the resulting recording is of no investigative or evidentiary value, the recording officer may request that the BWC file be deleted. The officer will submit a request for deletion via email, with sufficient information to locate the BWC file, to any available supervisor. The supervisor will review the file, restrict access immediately, and approve or deny the request within 5 days.

423.9 RELEASE OF RECORDINGS

The Antioch Police Department's goal is to release BWC recordings of critical incidents to the greatest extent possible unless disclosure would:

- (a) endanger the safety of a witness or another person involved in the investigation,
- (b) jeopardize the successful completion of an investigation, or
- (c) violate local, state and/or federal laws, including but not limited to, the right of privacy.

In the event the Police Department or City intends to release or publish, for any purpose, video recordings where officers are captured on video or the video depicts actions taken by them in the course of the performance of their official duties, those officers shall be given written notice of the intention to release or publish said video with as much advance notice possible.

APD may, without prior notice to involved officers, share video footage of specific incidents with other law enforcement agencies outside of Antioch, when there is reasonable suspicion that criminal activity has occurred or is about to occur.

Non-Departmental Requests:

- (a) The Department shall accept and process PRA requests in accordance with the provisions of federal, state and local statutes and Department policy.
- (b) Members shall provide discovery requests related to the rebooking process or other court proceedings by transferring the BWC recording to the requesting agency via evidence.com.
- (c) City Attorney requests.
- (d) Other requests shall be reviewed on a case-by-case basis with access being granted as permitted by the Chief of Police or the authorized designee.

423.10 REVIEW OF RECORDINGS

All file viewing is for law enforcement use only and subject to a right to know and need to know basis. Department personnel may review BWC files relating to courtroom testimony, report preparation, training, and administrative interviews except as otherwise stated in this policy. Department supervisors may access BWC footage for the purposes consistent with the

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policy. Supervisors may not review an officer's BWC footage to search for violations of Department policy without cause.

No employee shall modify, alter, reuse, erase, or tamper with video or audio recorded by the BWC except as authorized by this policy.

423.10.1 TRAINING WITH BWC FILES

A BWC file may be utilized as a training tool for individuals, specific units, and the Department as a whole with the involved officers' permission. Department members recommending utilization of a BWC file for training purposes will submit the recommendation through the chain of command to the Training Unit Commander.

Exception: Field Training Officers may use BWC files to provide immediate training to recruits and to assist with the completion of the Daily Observation Report.

423.10.2 OFFICER INVOLVED CRITICAL INCIDENTS

In accordance with the Contra Costa County Law Enforcement-Involved Fatal Incident (LEIFI) Manual, the initial interview of an officer involved in a LEIFI should occur before the officer has reviewed any audio/video recordings of the incident.

Once an involved officer has provided an initial statement, he/she will have an opportunity to review any available recordings with his representative. The officer shall then be afforded an opportunity to provide a follow-up statement after having reviewed the recording(s).

Investigators will be mindful that audio/video recordings have limitations and may depict events differently than the events recalled by the involved officer. When the investigator shows any audio/video recordings to an involved officer after the initial interview, the investigator will admonish the involved officer about the limitations of audio/visual recordings.

The following is an example of an admonishment that would be appropriate in a case involving video evidence that is shown to the involved officer after he/she has provided an initial statement. In these situations, the showing of a BWC footage to an officer will be documented in the investigator's report:

In this case, there is video evidence that you will have an opportunity to view after you have given your initial statement. Video evidence has limitations and may depict the events differently than you recall and may not depict all of the events as seen or heard by you. Video has a limited field of view and may not capture events normally seen by the human eye. The "frame rate" of video may limit the camera's ability to capture movements normally seen by the human eye. Lighting as seen on the video may be different than what is seen by the human eye. Videos are a two-dimensional medium and may not capture depth, distance, or positional orientation as well as the human eye. Remember, the video evidence is intended to assist your memory and recollection.

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In those situations where a Scene Supervisor is charged with the collection of evidence, the Crime Scene supervisor will, as soon as safe and practical, retrieve the BWC from the involved officer at the scene. The Crime Scene supervisor will be responsible for assuring the BWC file is uploaded.

423.11 USER TRAINING

All members who are authorized to use the BWC system shall successfully complete an approved course of instruction prior to its use.

After completing APD BWC training and being issued a BWC, officers will be afforded a six-month training period to adapt to the new equipment. After the training period, officers shall be in full compliance with this policy.

Mobile Video/Audio Recorder (MVAR)

427.1 PURPOSE AND SCOPE

The Antioch Police Department has equipped marked patrol cars with Mobile Video/Audio Recorder (MVAR) systems to provide records of events and assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

The Antioch Police Department (APD) recognizes the use of a MVAR by its officers conveys a sense of law enforcement legitimacy, accountability, and transparency. The APD believes video and audio recordings from MVARs will serve as a tool to maintain and enhance the community's trust in the Department. The recordings will capture interactions with the public and provide additional means of evidence collection for criminal investigations, administrative investigations, and civil litigation. In addition, MVARs will serve as a valuable training aid for officers.

While MVAR recordings can provide an unbiased and objective account of a police contact, there are limitations to MVAR video technology. Specifically, there are inherent differences between how human beings see and interpret their surroundings and how MVARs record video. In some cases, an officer may observe things not captured by a MVAR and vice versa. Therefore, it is critical to consider MVAR footage as one piece of useful information regarding an incident, just as an officer's experience, state of mind, and input gleaned from his or her other senses would be considered useful information. Where these varied sources of information are combined, a more complete picture of an incident can be obtained.

427.1.1 DEFINITIONS

Definitions related to this policy include:

Activation – Any process that causes the MVAR system to transmit or store video or audio data in an active mode.

Deactivation – Discontinuing audio and video recording and returning the system to a standby mode.

In-car camera system and Mobile Video/Audio Recorder (MVAR) system – Synonymous terms which refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at minimum, a camera, microphone, recorder, and monitor.

Recorded media – Audio-video signals recorded or digitally stored on a storage device, portable media, or on the cloud.

427.2 POLICY

It is the policy of the Antioch Police Department to use mobile audio and video technology to fulfill the Department's mission more effectively and to ensure these systems are used securely and efficiently.

Mobile Video/Audio Recorder (MVAR)

427.3 MEMBER PRIVACY EXPECTATIONS

All recordings made by members acting in their official capacity shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

427.4 PROCEDURE

All marked police vehicles will be equipped with a MVAR system according to the manufacturer's recommendations.

427.4.1 OFFICER RESPONSIBILITIES

At the start of each shift, each officer shall sign in and test the MVAR system to confirm the system is working properly and within Department operating procedures and training. If the system is malfunctioning, the officer shall promptly notify their shift supervisor and take another vehicle with a working MVAR unit. If no such vehicle is available, the officer may use the vehicle during the shift but should complete a MDS/MVAR repair slip at the end of their shift.

427.4.2 SUPERVISOR RESPONSIBILITIES

Supervisors shall ensure that officers utilize the MVAR camera according to this policy. Supervisors shall ensure videos related to Officer-Involved Critical Incidents, are uploaded as soon as possible following the event or as requested by a supervisor.

Supervisors may have the ability to immediately resolve citizen complaints by viewing video captured by the officer's MVAR camera prior to contacting the citizen. At no time, except at the direction of the Chief or designee, shall the supervisor allow the citizen to view the file footage.

427.4.3 WATCH COMMANDER RESPONSIBILITIES

On a monthly basis, Watch Commanders shall perform a random audit, from a randomly selected date/time during the prior month, to review a minimum of five (5) consecutive calls for service with associated MVARs files. The purpose of the audit should be to determine employee policy compliance, training needs, equipment malfunction, and consistency between the MVAR video and associated police reports.

Minor policy violations (not criminal in nature) discovered during any review of recorded materials in accordance with departmental policy, should be viewed as training opportunities and not as routine disciplinary actions. Watch Commanders will continue to have discretion to resolve the violation with training or informal counseling. Should the behavior or action become habitual after being informally addressed, the appropriate disciplinary or corrective action should be taken. Officers subject to a random "audit" shall be notified via department email, with the results of the audit.

427.5 ACTIVATION/DEACTIVATION OF THE MVAR

This policy is not intended to describe every possible situation in which the MVAR system may be used, although there are many situations where its use is appropriate. An officer shall activate the system any time the officer believes it would be appropriate to document an incident.

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The safety of officers and members of the public is the highest priority, and the Department acknowledges there may be situations in which operation of the device is impractical or may be an impediment to public and officer safety. Additionally, the Department recognizes the human performance limitations during particularly stressful, critical situations. Manual activation should only occur when safe to do so.

In some circumstances it is not possible to capture images of the incident due to conditions or location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MVAR.

427.5.1 AUTOMATIC ACTIVATION OF THE MVAR

The MVAR system is designed to turn on automatically under specific circumstances. These circumstances are:

- (a) Light Control - The MVAR system will automatically begin recording when the patrol vehicle's emergency lights are moved to the #2 or #3 positions.
- (b) Speed Activation - The MVAR system will automatically begin recording when the patrol vehicle's GPS speed reaches 85 MPH.
- (c) Crash Sensor - The MVAR system will automatically begin recording when the patrol vehicle is involved in a collision strong enough to trigger the installed collision sensors.
- (d) Any time the Officer's body worn camera (BWC) is activated.

427.5.2 MANUAL ACTIVATION OF THE MVAR

The MVAR system shall be activated prior to or as soon as practical after initiating any of the following situations:

- (a) All enforcement encounters or investigative contacts involving actual or potential criminal conduct, whether self-initiated or in response to a dispatched call, and that is within video or audio range.
- (b) While responding to an in-progress call or code 3 driving.
- (c) Prisoner transports or courtesy transports.
- (d) All self-initiated activity in which an officer would normally notify the Dispatch Center.
- (e) Any other circumstance where the officer believes that an MVAR recording of an incident would be appropriate.

427.5.3 WHEN TO DEACTIVATE

Once activated, the MVAR system shall remain on until the conclusion of the encounter, for tactical or safety reasons, or when the encounter no longer holds evidentiary, administrative, or investigative value.

427.5.4 ADVISEMENT AND CONSENT

For the purpose of this policy, it shall be presumed that any individual contacted by a uniformed officer in a marked police vehicle will have knowledge that such a contact is being recorded.

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427.6 PROHIBITED USE OF MVAR

Officers shall not surreptitiously record any department member without their consent, a court order, or unless lawfully authorized by the Chief of Police or designee for the sole purposes of a criminal investigation. Personnel are not required to activate the MVAR camera system during routine, incidental contact with a citizen, (i.e., giving directions or lunch breaks).

427.6.1 PROHIBITED USE OF BIOMETRIC SURVEILLANCE SYSTEM

The installation, activation, or use of biometric surveillance systems, including facial recognition, in connection with a MVAR is prohibited (Penal Code§ 832.19).

427.7 DOCUMENTING MVAR USE

Personnel should not substitute a MVAR recording for a detailed and thorough report. The assigned member is required to note the existence of the MVAR recording in the associated crime report, citation, or CAD notes. In the event an activity required, by policy, to be recorded is not captured in whole or in part, the employee must articulate the reasoning.

427.8 STORAGE AND RETENTION OF RECORDINGS

All MVAR recordings will be stored via cloud storage, currently Evidence.com. The cloud storage service shall comply with Criminal Justice Information Systems (CJIS) requirements for law enforcement digital evidence storage.

Recordings of the following should be retained for a minimum of two years (Penal Code§ 832.18):

- (a) Incidents involving use of force by an officer.
- (b) Officer-involved shootings or any other Law Enforcement Involved Fatal Incident (LEIFI).
- (c) Incidents that lead to the detention or arrest of an individual.
- (d) Recordings relevant to a formal or informal complaint against an officer or the Antioch Police Department.

Recordings containing evidence that may be relevant to a criminal prosecution should be retained for any additional period required by law for other evidence relevant to a criminal prosecution (Penal Code § 832.18).

MVAR recordings relating to incidents where criminal charges are filed shall be retained for at least one year after whichever of these events occurs last:

- (a) The matter is resolved; or,
- (b) the defendant has been released from custody; or,
- (c) the appeal is final.
- (d) The MVAR recording may be destroyed earlier than this if the district attorney or other prosecuting agency, all defendants and the City Attorney are notified and given time to object prior to any destruction of a MVAR recording related to a criminal incident.

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All other recordings should be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days. Records or logs of access and deletion of recordings should be retained permanently (Penal Code § 832.18).

427.8.1 UNAUTHORIZED ACCESS AND USE

All MVAR recordings shall remain the property of the Department and constitute official records of investigation of the Department. The unauthorized access, use, duplication, and/or distribution of MVAR recordings is prohibited. Personnel shall not make copies of any MVAR recording for their personal use.

Personally owned recording devices shall not be used while on duty. This does not preclude personnel from the use of a secondary or "back-up" device should their MVAR become disabled or is unavailable for any reason. Secondary devices include department-issued cell phones, digital recording devices, or any device capable of capturing audio/video. Any such recording captured using a secondary device, will be considered the property of the Department and constitute official records of investigation of the Department.

427.8.2 ACCIDENTAL RECORDINGS

In the event of an accidental activation of the MVAR where the resulting recording is of no investigative or evidentiary value, the recording officer may request the recording be deleted. The officer will submit a request for the deletion via email with sufficient information to locate the MVAR recording, to any available supervisor. The supervisor will restrict access to the recording immediately, review the recording, and approve or deny the request within five (5) days.

427.9 RELEASE OF MVAR RECORDINGS

The Antioch Police Department's goal is to release MVAR recordings of critical incidents to the greatest extent possible unless disclosure would:

- (a) endanger the safety of a witness or another person involved in the investigation,
- (b) jeopardize the successful completion of an investigation, or
- (c) violate local, state and/or federal laws, including but not limited to, the right of privacy.

In the event the Police Department or City intends to release or publish, for any purpose, video recordings where officers are captured on video or the video depicts actions taken by them during the performance of their official duties, those officers shall be given written notice of the intention to release or publish said video with as much advance notice possible.

APD may, without prior notice to involved officers, share video footage of specific incidents with other law enforcement agencies outside of Antioch, when there is reasonable suspicion that criminal activity has occurred or is about to occur.

Non-Departmental Requests:

- (a) The Department shall accept and process PRA requests in accordance with the provisions of federal, state, and local statutes and Department policy.

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- (b) Members shall provide discovery requests related to the rebooking process or other court proceedings by transferring the MVAR recording to the requesting agency via evidence.com.
- (c) City Attorney requests.
- (d) Other requests shall be reviewed on a case-by-case basis with access being granted as permitted by the Chief of Police or the authorized designee.

427.10 REVIEW OF MVAR RECORDINGS

All file viewing is for law enforcement use only and subject to a right to know and need to know basis. Department personnel may review MVAR files relating to courtroom testimony, report preparation, training, and administrative interviews except as otherwise stated in this policy. Department supervisors may access MVAR footage for the purposes consistent with the policy. Supervisors may not review an officer's MVAR footage to search for violations of Department policy without cause.

No employee should modify, alter, reuse, erase, or tamper with video or audio recorded by the MVAR except as authorized by this policy.

427.10.1 TRAINING WITH MVAR RECORDINGS

A MVAR recording may be utilized as a training tool for individuals, specific units, and the Department as a whole, with the involved officers' permission. Department members recommending utilization of MVAR recordings for training purposes will submit the recommendation through the chain of command to the Training Unit Commander.

Exception: Field Training Officers may use MVAR recordings to provide immediate training to recruits and to assist with the completion of the Daily Observation Report.

427.10.2 OFFICER INVOLVED CRITICAL INCIDENTS

In accordance with the Contra Costa County Law Enforcement-Involved Fatal Incident (LEIFI) Manual, the initial interview of an officer involved in a LEIFI should occur before the officer has reviewed any audio/video recordings of the incident. Once an involved officer has provided an initial statement, he/she will have an opportunity to review any available recordings with his representative. The officer shall then be afforded an opportunity to provide a follow-up statement after having reviewed the recording(s).

Investigators will be mindful that audio/video recordings have limitations and may depict events differently than the events recalled by the involved officer. When the investigator shows any audio/video recordings to an involved officer after the initial interview, the investigator will admonish the involved officer about the limitations of audio/visual recordings. In these situations, the showing of a MVAR footage to an officer will be documented in the investigator's report.

In those situations where a Crime Scene Supervisor is charged with the collection of evidence, the Crime Scene Supervisor will, as soon as safe and practical, retrieve the MVAR from the involved

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officer's vehicle. The Crime Scene Supervisor will be responsible for assuring the MVAR file is uploaded.

427.11 TRAINING

All members who are authorized to use the MVAR system shall successfully complete an approved course of instruction prior to its use.

After completing APD MVAR training and utilizing the MVAR system, officers will be afforded a six-month training period to adapt to the new equipment. After the training period, officers shall be in full compliance with this policy.