



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

Date: **Tuesday, October 22, 2024**
Time: 7:00 P.M. – Regular Meeting
Place: **Council Chambers**
200 'H' Street
Antioch, CA 94509

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar A. Hernandez-Thorpe, Mayor
Monica E. Wilson, Mayor Pro Tem (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
Bessie Marie Scott, City Manager
Thomas Lloyd Smith, City Attorney

ACCESSIBILITY: 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@antiochca.gov.

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. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. 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: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/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 City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

**7:01 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *Council Members District 2 Barbanica, District 3 Ogorchock, and Mayor Hernandez-Thorpe*
*[Council Member District 1 Torres-Walker and Mayor Pro Tem (District 4) Wilson – Absent]***

OPENED MEETING AND MOMENT OF SILENCE IN MEMORY OF BETTY JANE BOATMAN

PLEDGE OF ALLEGIANCE

1. INTRODUCTION OF NEW CITY EMPLOYEES, PROMOTIONS AND RETIREMENTS

2. PROCLAMATION

- In Honor of Most Holy Rosary Church

Approved, 3/0

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

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- DOMESTIC VIOLENCE AWARENESS WALK – October 26, 2024
Antioch Community Center, 4703 Lone Tree Way, Antioch, CA
- DIA DE LOS MUERTOS – November 2, 2024
Nick Rodriguez Community Center, 213 F Street, Antioch, CA
- VETERAN'S DAY CELEBRATION AND PARADE – November 11, 2024
Antioch Marina, 5 Marina Plaza, Antioch, CA

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- PLANNING COMMISSION
- ANTIOCH POLICE OVERSIGHT 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

5. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 10, 2024

Approved, 3/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 24, 2024

Approved, 3/0

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

C. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 8, 2024

Approved, 3/0

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

CONSENT CALENDAR – Continued

D. APPROVAL OF COUNCIL WARRANTS

Approved, 3/0

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

E. REJECTION OF CLAIM: STEPHAN FOBBS

Rejected, 3/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Stephan Fobbs.

F. SECOND READING – ORDINANCE AMENDING SECTION 9-5.3843 OF THE ANTIOCH MUNICIPAL CODE REGARDING RESTRICTIONS ON THE SALE AND TRANSFER OF TOBACCO AND DRUG PARAPHERNALIA RETAILERS (LA2024-0001) (*Introduced on October 8, 2024*)

Ord No. 2242-C-S adopted, 3/0

Recommended Action: It is recommended that the City Council adopt the ordinance making text amendments to Section 9-5.3843 of Article 38 (Land Use Regulations) of Chapter 5 (Zoning) of Title 9 (Planning and Zoning) of the Antioch Municipal Code Relating to Tobacco and Paraphernalia Retailers.

G. AWARD OF A CONSULTING SERVICES AGREEMENT TO SMARTWAVE TECHNOLOGIES LLC IN AN AMOUNT OF \$130,000 FOR A FULLY INSTALLED, SERVICED, AND MANAGED WI-FI SYSTEM FOR THE CITY'S DOWNTOWN BUSINESS DISTRICT

Reso No. 2024/147 adopted, 3/0

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

- 1) Awarding of a consulting services agreement to SmartWave Technologies LLC for an amount not to exceed \$130,000 for a downtown Wi-Fi system that will provide a fully installed, serviced, and managed Wi-Fi for the downtown business district including all equipment, installation, configuration, testing and ongoing maintenance and support;
- 2) Authorizing the City Manager to execute the agreement in a form approved by the City Attorney; and
- 3) Authorizing the City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 American Rescue Plan Act Budget to appropriated \$110,000 of ("ARPA") funds for a downtown Wi-Fi project and has considered re-allocating \$20,000 in ARPA funds from the EBRCS radio purchase to the Wi-Fi project for a total project installation cost budget of \$130,000.

CONSENT CALENDAR – Continued

- H. SIXTH AMENDMENT IN THE AMOUNT OF \$50,000 TO THE CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.**

Reso No. 2024/148 adopted, 3/0

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

- 1) Approving the sixth amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to the Brackish Water Desalination Project in the amount of \$50,000 for a total contract amount of \$392,000 and extending the term of the agreement through December 31, 2025; and
- 2) Authorizing the City Manager to execute the sixth amendment to the Agreement in a form approved by the City Attorney.

- I. PURCHASE OF A HOT MIX PAVING MACHINE UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH HERRMANN EQUIPMENT IN THE AMOUNT OF \$322,629**

Reso No. 2024/149 adopted, 3/0

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

- 1) Approving the replacement purchase of one (1) new 2024 Carlson CP100II Hot Mix Paving Machine utilizing a Sourcewell Cooperative Purchasing Agreement with Herrmann Equipment Contract #060122-ATE in the amount not to exceed \$322,629; and
- 2) Authorizing the City Manager or designee to execute the Sourcewell agreement #060122-ATE with Herrmann Equipment in a form approved by the City Attorney.

- J. COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR PREWETT RANCH DRIVE (APN 056-240-032)**

Reso No. 2024/150 adopted, 3/0

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

- 1) Approving the Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Prewett Ranch Drive (APN 056-240-032); and
- 2) Authorizing the City Manager or designee to execute the Communications Site Ground Lease Agreement in the form approved by the City Attorney.

CONSENT CALENDAR – Continued

K. COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR QUESADA COURT (APN 075-232-006)

Reso No. 2024/151 adopted, 3/0

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

- 1) Approving the Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Quesada Court (APN 075-232-006); and
- 2) Authorizing the City Manager to execute the Communications Site Ground Lease Agreement in the form approved by the City Attorney.

L. COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR BANBURY WAY (APN 052-333-020)

Reso No. 2024/152 adopted, 3/0

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

- 1) Approving the Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Banbury Way (APN 052-333-020); and
- 2) Authorizing the City Manager to execute the Communications Site Ground Lease Agreement in the form approved by the City Attorney.

M. FIRST AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH CROWN CASTLE FIBER LLC

Council motioned to postpone, 3/0

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

- 1) Approving a First Amendment to Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC; and
- 2) Authorizing the City Manager to execute the First Amendment to Telecommunication Network License and Encroachment Agreement in a form approved by the City Attorney.

CONSENT CALENDAR – Continued

N. RENAMING GEOGRAPHICAL LOCATIONS OF “SQ_ COURT” IN COMPLIANCE WITH ASSEMBLY BILL 2022

Reso No. 2024/153 adopted, 3/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the street name change from “Sq_ Court” to “Julpun Court” in compliance with Assembly Bill 2022.

PUBLIC HEARING

6. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION TO APPROVE A FIFTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY AND APPROVE AND ADOPT THE EAST CONTRA COSTA REGIONAL FEE PROGRAM UPDATE REPORT TO ADD THE 18 NEW PROJECTS INTO THE LIST OF PROJECTS TO BE FUNDED WITH RTDIM FEE REVENUES (P.W. 631)

Reso No. 2024/154 adopted, 3/0

Recommended Action: It is recommended that the City Council adopt a resolution approving and authorizing the City Manager or designee to execute a Fifth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority and approving and adopting the East Contra Costa Regional Fee Program 2024 Update Report to add the 18 new projects into the list of projects to be funded with RTDIM fee revenues, with no change to the RTDIM fee rates.

COUNCIL MEMBER BARBANICA REQUESTED TO MOVE THE MOTION TO ADJOURN AS THE NEXT ORDER OF BUSINESS; APPROVED, 3/0

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

Motioned to adjourn meeting at 8:53 p.m., 3/0

[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 11/12/2024 COUNCIL MEETING]

COUNCIL REGULAR AGENDA

7. CITY COUNCIL REQUESTED DISCUSSION ITEM – POTENTIAL UPGRADES TO ANTIOCH AMTRAK STATION

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

8. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH” ADDENDUM

Recommended Action: It is recommended that the City Council adopt a resolution approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Addendum and authorize the Mayor to sign it.

PUBLIC COMMENTS

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 Acting City Manager – no longer than 90 days.



INTRODUCTION OF NEW CITY EMPLOYEES, PROMOTIONS, RETIREMENTS

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AEC*

➤ Interim Chief of Police Brian Addington would like to introduce:

- Ashley Lundin, Police Officer
 - Junior Penn, Police Officer
 - John Miller, Police Captain
 - Joseph Njoroje, Police Lieutenant
 - Daniel Fachner, Police Sergeant (Promoted from Corporal)
-

➤ Acting Public Works Director/City Engineer Scott Buening would like to introduce:

- Harry Marr, Assistant Engineer
- Adam Steventon, Water Treatment Plant Operator
- Mike Thompson, Water Treatment Plant Trainee
- Benjamin (Marcus) Woodland, Water Treatment Plant Superintendent (Promoted from Water Treatment Plant Supervisor)
- Lorilee Mederios, Administrative Analyst II (Promoted from Administrative Analyst I)



**IN HONOR OF
MOST HOLY ROSARY CHURCH**

WHEREAS, Most Holy Rosary Catholic Church became a parish in 1874. Father Patrick O'Callaghan, O.P. became the first pastor. The first church was a small wooden frame building that was built on land donated by Captain George W. Kimball. At the time there were approximately 100 Catholics in a town of 600;

WHEREAS, in March of 1905, construction of a new church on 7th Street was designed to seat 400 people, built of sandstone, brick and steel; and all work was performed by local residents. All materials were manufactured in Antioch except for the steel trusses. Dedication of this building occurred on June 3, 1906;

WHEREAS, the church held annual Fall Festivals and St. Patrick's Day card parties raising money that would help purchase land for a much needed parochial school. In the Fall of 1954, the school opened with first, second and third grades. As the school grew, so did the parish;

WHEREAS, in 1963, Holy Rosary was approved to build a new church. The groundbreaking for the church on A Street was held in 1965. Father Patrick Condon, O.P. was the pastor as the building was constructed and because of the design of the roof, it was the tallest building in Antioch. The current church opened July 17, 1966;

WHEREAS, Father Thomas Raftery, O.P. was appointed pastor in 1970 and within six months, the Spanish language Mass began with Father Felix Perdigon, O.P.;

WHEREAS, in 1975, the well-known and beloved Father Francisco Vicente, O.P. was appointed as pastor. Father started many programs updating Holy Rosary to the guidelines of Vatican II proposed by Rome. In the Spring of 1982, the Parish Center construction began with a gym, meeting rooms, and offices. In 1983, the parish purchased the farm property that was between the rectory and Parish Center, which was turned into a large lawn area available for parishioners for social events and school activities;

WHEREAS, the Dominicans continued to be the administrators of Holy Rosary with Father Roberto Corral, O.P. as pastor until the Dominicans left the parish due to a shortage of priests in 2018. Father Ramiro Flores was appointed as the pastor by the bishop at that time; and

WHEREAS, Holy Rosary has continued to grow into a multi-cultural parish with about 2,000 families.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby commemorate and congratulate the Most Holy Rosary Church's 150th year anniversary and celebration of the significant contributions to the City of Antioch.

OCTOBER 22, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor



DOMESTIC VIOLENCE AWARENESS WALK

**LET'S COME AND
SPREAD THE LOVE**



**26th October, 2024
7:30AM**

About Our Event

The approximately 2-mile walk begins and ends at the Antioch Community Center at 4703 Lone Tree Way, Antioch CA..

REGISTER NOW!



Event Highlights

Resources

Learning about the domestic violence resources available to support those in need—together, we can make a difference.

Delicious Food

Enjoy a nutritious and FREE spread of food and refreshments.

For more information:
925-779-7082
Jharrison@antiochca.gov

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

**Nov. 2nd
2024
4 PM - 8 PM**

Diadelos Muertos

**Nick
Rodriguez
Community
Center**

Live Performances | Vendors | Food | Crafts | Mariachi

Register to display an altar



**FREE
Altar
Workshop
Wed, Oct 2
5-7pm**



La Catrina Contest

6:30 PM on Main Stage

Youth | Teen | Adult Categories

Must have painted face (No Masks)

No street clothes attire

Designing Catrina dress encouraged



Want to be a vendor for this event?

Contact Manuel Garcia for more info.

 **manahuac@yahoo.com**



**Visit our website for
more information**

**AntiochCa.Gov/
Dia-de-los-muertos**

Scan to Register

**ANTIOCH
CALIFORNIA**



DELTA VETERANS GROUP
A Legacy of Loyalty & Service
Veterans Day
CELEBRATION & PARADE
November 11, 2024 at 9:30am

Veterans Memorial at
Antioch Marina
5 Marina Plaza, Antioch, CA

BREAKFAST • HONOR VETERANS CEREMONY • PARADE
MARCH

PANCAKE BREAKFAST
8AM-9:15AM

HOSTED BY THE ANTIOCH RIVERTOWN LIONS CLUB



WWW.DELTAVETERANSGROUP.COM

The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies by **5:00 p.m. on the deadline below.**

EXTENDED DEADLINE DATE: FRIDAY, OCTOBER 25, 2024:

- **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**
 - One (1) vacancy, expiring April 2026

DEADLINE DATE: FRIDAY, OCTOBER 25, 2024:

- **PLANNING COMMISSION**
 - Two (2) vacancies, expiring October 2028
- **ANTIOCH POLICE OVERSIGHT COMMISSION**
 - Two (2) vacancies, expiring November 2027



To be considered for the vacancy position(s) listed above, please fill out an application available on the City's website at <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: cityclerk@antiochca.gov. You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.

Your interest and desire to serve our community can make a difference.



Extended Deadline Date: By 5:00 p.m., October 25, 2024

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.

Purpose:

The Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.

Additional information regarding the responsibilities and duties are available online at www.contracostamosquito.com.

Qualifications:

To be eligible, you must be an Antioch resident and a Contra Costa County taxpayer who is at least 18 years old and interested in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel, or land development.

Meetings:

Board meets on the second Monday of every other the month starting January at 7:00 p.m., and occasionally, it may be necessary to hold a special Board meeting.

Location:

Meetings are to be held at the District Office address, located at 155 Mason Circle, Concord

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to cityclerk@antiochca.gov, or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



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.

Purpose:

The Planning Commission review and make recommendations to the City Council on the physical development of the City: all provisions of the General Plan, land use, and zoning as specified by the Zoning Code, and as set forth in the State Government Code and the California Environmental Quality Act (CEQA). The Commission also reviews site plans, architectural design, signs, or other exterior design features of new and remodeled buildings.

Commission Seats:

- Seven (7) Commission Members, 4-year terms.

Meetings:

- Held every first and third Wednesday of every month at 6:30 p.m. in the City Council Chambers; or on other dates as needed.

Requirements:

- Must be a resident of the City of Antioch.
- Members are subject to The Brown Act open meeting law.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: cityclerk@antiochca.gov, or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

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.

Purpose:

The Commission shall advise the City Council and Staff on the administration of the Antioch Police Department and public safety issues to ensure that the policies conform to national standards of constitutional policing. The Commission shall promote, encourage, and facilitate community participation and oversight by reviewing and recommending policies that are sensitive to the diverse needs of the residents, aiming to inform the community of its rights and responsibilities on interactions with police officers. (Ordinance No. 2212-C-S, passed May 24, 2022).

Committee Seats:

- One (1) representative from each of the four (4) councilmembers voting districts of the City.
- One (1) representative of the Antioch faith-based community.
- One (1) representative of the Antioch business community.
- One (1) employee or student of the Antioch Unified School District.



Meetings:

- Twice per month, except in July and December, when meetings occur only once.

Requirements:

- Must be a resident of the City of Antioch.
- **Not** a spouse of, or a current /former City Employee /department-sworn employee /sworn police officer /sworn police officer association representative.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.

To be considered for these volunteer position(s), a completed application must be emailed to: cityclerk@antiochca.gov, or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

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

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

**September 10, 2024
Council Chambers**

6:30 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 6:30 P.M., and Acting City Clerk Rosales called the roll.

Present: Council Members District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Hernandez-Thorpe

Absent: Council Members District 1 Torres-Walker (arrived at 6:32 P.M.) and District 2 Barbanica

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Kimberly Kirkland v. City of Antioch, Superior Court of California Contra Costa County (Case No. C23-01113).

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:31 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-Thorpe called the meeting to order at 7:01 P.M., and Acting City Clerk Rosales 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 Hernandez-Thorpe

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council approved a settlement in the amount of \$55,000, by a 4-0 vote with Councilmember Barbanica absent.

COUNCIL REGULAR AGENDA – Continued from August 27, 2024, Council Meeting

1. 2023 ANNUAL MILITARY EQUIPMENT REPORT

Captain Vigil presented the staff report dated September 10, 2024, recommending the City Council review and approve the 2023 Annual Military Equipment Report.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously approved the 2023 Annual Military Equipment Report.

2. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH”

Acting City Manager Reed presented the staff report dated September 10, 2024, recommending the City Council adopt the resolution to approve the response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorize the Mayor to sign it.

Leslie May agreed with the recommendations and urged Council to approve the response.

Councilmember Barbanica stated he would be abstaining from voting on this agenda item as he was preparing his personal response to the report.

Acting City Manager Reed reviewed the City of Antioch Response to Grand Jury Report No. 2405 (Attachment C Exhibit 1 to the staff report) and Council consensus provided staff with direction as to which responses to the Findings were supported.

Patricia Granados discussed community members’ failed attempts at being hired for positions within the City.

Devin Williams acknowledged the findings in the Grand Jury Report.

An unidentified speaker recommended the findings in the Grand Jury Report be displayed for the public this evening.

RESOLUTION NO. 2024/124

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council adopted the resolution to approve the response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorized the Mayor to sign it incorporating the following responses to the findings:

- F1. *The City agrees with this finding. The City's overall budget including general operations and capital improvements is \$146 million.*
- F2. *The City agrees with this finding*
- F3. *The City agrees with this finding*
- F4. *The City partially disagrees with the finding. The Antioch City Council has appointed five (5) city managers since December 2013, Human Resources Director, Ana Cortez, was delegated the authority and responsibilities of the city manager position by a former city manager prior to him being placed on administrative leave. Ms. Cortez fulfilled those responsibilities for a period of two (2) days, bridging the period between the city manager being placed on administrative leave and the City Council appointing an Acting City Manager. Ms. Cortez was not appointed Acting City Manager by the City Council.*
- F5. *The City agrees with this finding*
- F6. *The City disagrees with this finding*
- F7. *The City disagrees with this finding. Staff is under the direction from the City Manager to always inform him of these conversations once they have occurred. There has been a history of Council working with staff on topics including Measure W, salary studies, ad hoc committees and standing committees. Committee topics have included matters such as cannabis businesses, social equity and racial justice, unsheltered people and the Rivertown/Downtown area*
- F8. *The City agrees with this finding. As of February 15, 2024, the City-wide vacancy rate was 21% (Acting City Manager)*
- F9. *The City agrees with this finding*
- F10. *The City agrees with this finding*
- F11. *The City agrees with this finding*
- F12. *The City partially disagrees with this finding. Not knowing when the Grand Jury sourced the staffing information for the abovementioned departments, the City cannot verify the information. As of June 30, 2024, the Public Works Department had a 17% vacancy rate, and the Community Development Department had a 25% vacancy rate (Acting City Manager)*
- F13. *The City disagrees with this finding*
- F14. *The City agrees with this finding*
- F15. *The City agrees with this finding*

The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Hernandez-Thorpe Noes: Ogorchock Abstain: Barbanica

3. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$2,238 PER PARTICIPANT

Acting City Manager Reed presented the staff report dated September 10, 2024, recommending the City Council appoint a Voting Delegate and Alternate Delegate for the 2024 League of

California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,238.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously appointed Councilmember Torres-Walker as a Voting Delegate and Mayor Hernandez-Thorpe as an Alternate Delegate for the 2024 League of California Cities Annual Conference and authorized the associated conference expenses for one participant in an amount not to exceed \$2,238.

ON MOTION BY COUNCILMEMBER WILSON, SECONDED BY COUNCILMEMBER BARBANICA THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #12, TO BE HEARD AS THE NEXT ORDER OF BUSINESS.

COUNCIL REGULAR AGENDA

12. CITY COUNCIL APPOINTMENT OF STANDBY CITY COUNCIL MEMBERS

Acting City Manager Reed presented the staff report dated September 10, 2024, recommending the City Council appoint the following nominees as standby city council members:

- Mayor Hernandez-Thorpe: 1) Filled; 2) Filled; 3) [open]
- Council Member (District 1) Torres-Walker: 1) Filled; 2) Filled; 3) [open]

Councilmember Torres-Walker reported that one of her standby Councilmembers had been displaced from Antioch and she was nominating Raymond Rodrigues as her replacement.

Raymond Rodrigues introduced himself and expressed interest in serving as a standby Councilmember.

Mayor Hernandez-Thorpe reported that one of his standby Councilmembers had moved out of the area and he was nominating Ricka Davis-Sheard as her replacement.

Ricka Davis-Sheard introduced herself and expressed interest in serving as a standby Councilmember.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council unanimously appointed Raymond Rodrigues as standby Councilmember for District 1 Councilmember Torres-Walker.

On motion by Mayor Hernandez-Thorpe, seconded by Councilmember Wilson the City Council unanimously appointed Ricka Davis-Sheard as standby Councilmember for Mayor Hernandez-Thorpe.

4. PROCLAMATIONS

- 9/11 Day of Service and Remembrance, September 11, 2024
- In Honor of Hispanic Heritage Month, September 2024

A motion was made by Councilmember Ogorchock, seconded by Councilmember Wilson to approve the Proclamations.

Ralph Hernandez, Antioch resident, discussed the Independence of Mexico and his family's contributions to the Hispanic community.

Teresa Lua and members of Rising Juntos thanked Council for honoring Hispanic Heritage Month and requested interpretation services for Council meetings.

A vote taken on the previous motion to approve the proclamations passed unanimously.

5. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Acting Assistant City Manager Helfenberger announced the following civic and community events:

- BIG TRUCK DAY – September 19, 2024, at the Antioch Community Center
- CALIFORNIA COASTAL CLEANUP DAY – September 21, 2024, at the Antioch Marina and Antioch Water Park

Youth Services Network Manager Cabral announced Antioch Council of Teens (ACT) meets at 4:00 P.M. every 2nd and 4th Wednesday at the Antioch Water Park.

Representatives from ACT announced the City was accepting applications for the YOCH and Mayor's Apprenticeship programs. They also announced they were holding their Annual Coat and Food Drive. Contact information was provided.

6. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Acting City Clerk Rosales announced the following Board and Commission openings.

- Contra Costa Mosquito and Vector Control Board
- Economic Development Commission

For more information and to apply, visit the City's website.

PUBLIC COMMENTS

Raymond Rodriques expressed concern regarding criminal activity that occurred in the Sycamore area and suggested the City provide a mentorship program.

Jaime Landeros, Antioch resident, expressed safety concerns related to a homeless encampment in his neighborhood.

Ralph Hernandez, Antioch resident, requested Council take a stand against illegal immigration.

Linnette Kidd and Kimberly Kidd-Bailey discussed their family member's bicycle fatality and urged the City to respond to their requests for information on the case. Also discussed were remarks made about elected officials on social media.

Erika Raulston expressed safety concerns related to illegal activity and a homeless encampment in her neighborhood. She also discussed remarks made on social media.

Leslie May discussed actions she had taken that involved a former City Manager.

Tachina Garrett, ACCE Antioch, discussed their efforts to keep the Antioch Amtrak Station open and invited the community to attend the Antioch Whistle Stop Tour and Celebration at 3:00 P.M. on September 14, 2024, at the Amtrak Station. She announced on September 20, 2024, they would be riding the train from Antioch to Martinez to speak to the San Joaquin JPA.

Gavin Payton, East County NAACP Youth, announced their banquet would be held at 4:00 P.M. on October 28, 2024, in Concord and he thanked everyone who attended last year's event. He discussed comments he made at a previous Council meeting and apologized if they appeared aggressive.

Mike Korin requested a meeting with the City regarding criminal activity occurring at "L" Street and Sycamore.

Devin Williams discussed the election process and accomplishments of the current City Council.

Frank Sterling expressed concern regarding comments made on social media, spoke in support of a Cease Fire Resolution and invited the community to attend a candidate's forum.

Teki encouraged residents to attend a Community Forum from 6:30 P.M. – 8:30 P.M. on September 13, 2024, at Delta Bay Community.

Nicole Arrington discussed the City's unhoused outreach efforts.

Patricia Granados expressed concern for a previous public comment regarding immigrants and recognized their contributions to the community.

An unidentified speaker expressed concern for businesses closed after school in the Deer Valley Plaza Shopping Center. He questioned why EV charging stations that were funded by a subsidized program were charging more than stations in other communities.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker announced the Cannabis Standing Committee would be meeting at 2:00 P.M. on September 20, 2024. She discussed the importance of open communication with people who had experienced incidents in the City. She recognized the Bay Miwok people. She spoke in support of a fair and equitable immigration system as well as a ceasefire resolution. She thanked the NAACP Youth Council for their advocacy efforts. She discussed the importance of supporting youth in the community and residents in the Sycamore corridor.

The City Council recognized Gavin Payton and encouraged him to continue advocating on behalf of the NAACP Youth Council.

Councilmember Wilson announced Delta Diablo, Tri Delta and the Cannabis Standing Committee would be meeting soon.

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe encouraged everyone to respect one another's experiences. He reported on his attendance at the CCTA meeting and announced Tri Delta would be meeting soon. He discussed efforts to keep the Amtrak station open and he thanked Acting City Manager Reed for facilitating a meeting with the San Joaquin JPA. He stated he would be bringing a proposal to the JPA to keep the Amtrak Station opened and he would then bring the proposal back to the City Council for consideration. He recognized ACCE for their advocacy work and thanked everyone for participating in tonight's meeting. He commented that Council would continue to work together on the interests of the people.

An unidentified speaker spoke in support of keeping the Amtrak station open in Antioch. He questioned the process for Council addressing citywide concerns with partner agencies.

7. PRESENTATION - *BUILD Internship Presentation*

Youth Services Network Manager Cabral introduced Marin and Kevin who gave a BUILD Internship PowerPoint Presentation.

The Council thanked the BUILD Internship participants for the presentation.

Mayor Hernandez-Thorpe requested Acting City Manager Reed work with staff to integrate some of the items from the presentation into the new building design.

Councilmember Torres-Walker requested the Board of Supervisors provide the City with funding to increase youth services.

8. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 13, 2024**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 27, 2024**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - E. **APPROVAL OF TREASURER’S REPORT FOR MAY 2024**
 - F. **APPROVAL OF TREASURER’S REPORT FOR JUNE 2024**
 - G. **ORDINANCE NO. 2240-C-S SECOND READING: ORDINANCE ADDING CHAPTER 6 TO TITLE 11 (JUST CAUSE EVICTION ORDINANCE) *(Introduced on August 27, 2024)***
 - H. **ORDINANCE NO. 2241-C-S SECOND READING OF ORDINANCE: COUNCIL MEMBER COMPENSATION – SENATE BILL 329 INCREASES THE COMPENSATION LIMITS FOR CITY COUNCILMEMBERS *(Introduced on August 27, 2024)***
 - I. **RESOLUTION NO. 2024/125 AWARD OF PROPOSAL NO. 946-0701-24G FOR LOCKBOX SERVICES**
 - J. **RESOLUTION NO. 2024/126 AWARD OF AGREEMENT TO NAVIGATING PREPAREDNESS ASSOCIATES FOR HAZARD MITIGATION PLAN PREPARATION**
 - K. **RESOLUTION NO. 2024/127 AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CONSOLIDATED ENGINEERING INC. FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT (P.W. 282-19A)**
 - L. **RESOLUTION NO. 2024/128 UNHOUSED RESIDENTS’ SERVICES – AMENDMENT NO. 1 TO SUPPORTIVE SERVICES AGREEMENT WITH BAY AREA COMMUNITY SERVICES**
 - M. **RESOLUTION NO. 2024/129 AND RESOLUTION NO. 2024/130 TO CHANGE AUTHORIZED SIGNATORY TO SUBMIT ANNUAL APPLICATION FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of Items G, H, L and M which were removed for further discussion.

Item G – Shagoofa Khan, Monument Impact, Rocio Arambura, Rising Juntos, Deborah Polk, Rising Juntos, Rev Millie Phillips, Faith Alliance for a Moral Economy, Dr. Kimberly Payton, Addison Peterson, Devin Williams and Nicole Addington spoke in support of Council adopting the Just Cause Eviction Ordinance.

Councilmember Torres-Walker thanked the stakeholders who contributed to creating an ordinance that was supported by all parties.

Mayor Hernandez-Thorpe announced there would be an Ordinance signing and Key to the City Ceremony on October 2, 2024. He invited Councilmembers to submit names to take under consideration to be awarded Keys to the City.

On motion by Councilmember Torres-Walker, seconded by Councilmember Barbanica the City Council unanimously approved Item G.

Item H – Councilmember Ogorchock announced she pulled this item because she was voting against the Ordinance.

Councilmember Barbanica clarified that this Ordinance would not take effect until the next Council was seated and he felt it was important to support smaller incremental increases to prevent substantial increases in the future.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson the City Council approved Item H. The motion carried the following vote:

Ayes: Torres-Walker, Barbanica, Wilson, Hernandez-Thorpe

Noes: Ogorchock

Item L – An unidentified speaker expressed concern that the fiscal impact was excluded from the agenda packet and data had not been provided for the deliverables.

City Attorney Smith stated that the motion needed to include the amount of \$818,771.24.

Councilmember Ogorchock requested the original contract terms be provided.

A motion was made by Councilmember Barbanica, seconded by Councilmember Torres-Walker to table Item L.

In response to Council, representatives from BACS gave an overview of their services and the request for additional funding.

Following discussion, Council agreed to take action on this item this evening in order to meet ARPA funding deadlines.

Councilmember Barbanica withdrew his previous motion.

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously approved Item L in the amount of \$818,771.24.

Item M – An unidentified speaker discussed PLHA program opportunities and the importance of addressing the housing needs of Antioch's unhoused.

In response to Councilmember Ogorchock, Acting City Manager Reed explained that the amendment request pertained to changing the authorized signatory from a specific name to the title of City Manager or Acting City Manager.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution rescinding Resolution No. 2020/110.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution authorizing the City Manager or acting City Manager to execute the Permanent Local Housing Allocation Program Application, the Permanent Local Housing Allocation Standard Agreement and any subsequent amendment or modifications.

Councilmember Ogorchock requested a PLHA discussion as a future agenda item.

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

9. PUBLIC HEARING TO REVIEW THE FISCAL YEAR 2023-24 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOUSING SUCCESSOR, AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDS

CDBG/Housing Consultant House announced there was a error in the accomplishment number for the CORE Outreach Team by Contra Costa County Health Services on page 2 of the staff report and the final number was 1789 unduplicated contacts. She presented the staff report dated September 10, 2024, recommending the City Council receive and consider public comment on the Fiscal Year 2023-24 CAPER year-end report, detailing achievements of programs funded with CDBG, Housing Successor and PLHA funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods.

Mayor Thorpe opened the public hearing.

An unidentified speaker requested staff clarify the criteria for those who qualified for Shelter Inc. and encouraged community engagement for PLHA funding.

Mayor Thorpe closed the public hearing.

In response to Councilmember Ogorchock, CDBG/Housing Consultant House confirmed that unused allocations go back into the pool of funds.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously received and filed the report.

A motion was made by Councilmember Barbanica, seconded by Councilmember Ogorchock to adjourn the meeting.

Following discussion, Councilmember Barbanica withdrew the previous motion.

COUNCIL REGULAR AGENDA – Continued

10. RECEIVE REPORT ON UTILITY REVENUE REQUIREMENTS AND ADOPT RESOLUTION SETTING PUBLIC HEARING FOR WATER CHARGE INCREASES FOR NOVEMBER 12, 2024, AND AUTHORIZING DISTRIBUTION OF PROPOSITION 218 NOTICES

Acting Director of Public Works/City Engineer Buenting introduced Consultant Pavletic who presented the staff report dated September 10, 2024, recommending the City Council adopt a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorize the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue.

RESOLUTION NO. 2024/131

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council adopted a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorized the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue. The motion carried the following vote:

Ayes: Barbanica, Torres-Walker, Ogorchock, Wilson

Noes: Hernandez-Thorpe

Councilmembers Barbanica and Ogorchock left the meeting at 11:00 P.M., following the vote on Regular Agenda Item #10.

13. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR 2615 SOMERSVILLE RD LLC DBA FLAVORS ANTIOCH

Assistant City Attorney Kunding presented the staff report dated September 10, 2024, recommending the City Council: 1) Adopt a resolution approving a cannabis operating agreement between the City and 2615 Somersville Rd LLC dba Flavors Antioch ("Flavors Antioch"); and 2) Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

RESOLUTION NO. 2024/132

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council members present unanimously 1) Adopted a resolution approving a cannabis operating agreement between the City and 2615 Somersville Rd LLC dba Flavors Antioch ("Flavors Antioch"); and 2) Authorized the Acting City Manager to execute the agreement in a form approved by the City Attorney.

The Council recessed at 11:02 P.M. The meeting reconvened at 11:03 P.M. with all Councilmembers present with the exception of Councilmembers Barbanica and Ogorchock who were absent.

ADJOURNMENT

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 11:03 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 09/24/2024 COUNCIL MEETING TO BE HEARD]

COUNCIL REGULAR AGENDA - Continued

- 11. AMENDMENT OF EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS, ADDITION OF INCENTIVE PROGRAM FOR DISPATCHERS**
- 14. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON REVISIONS TO OVERNIGHT/CAMPING ORDINANCE**
- 15. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON ADOPTING COMMUNITY POLICING RESOLUTION**

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

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

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

**September 24, 2024
Council Chambers**

7:00 P.M. REGULAR MEETING

Mayor Hernandez-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 Hernandez-Thorpe

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY COUNCILMEMBER WILSON, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED AGENDA ITEM #4 INTRODUCTION OF NEW CITY EMPLOYEES AND PUBLIC COMMENTS AS THE NEXT ORDER OF BUSINESS.

4. INTRODUCTION OF NEW CITY EMPLOYEES

Finance Director Merchant introduced Dulce Sandoval, Customer Service Representative who thanked Finance Director Merchant for the introduction and stated she looked forward to working in Antioch.

Interim Police Chief Addington introduced Alex Gutierrez, Joseph Amiri, and Michael Roy, Police Officers and Luis Candelario, Community Service Officer who thanked Interim Police Chief Addington for the introduction and stated they looked forward to serving the citizens of Antioch.

Interim Police Chief Addington administered the Oath of Honor to the new police department employees.

PUBLIC COMMENTS

Mayor Hernandez-Thorpe discussed public safety challenges occurring in District 1 and stated he was committed to providing the Antioch Police Department (APD) with the resources necessary to address the issues.

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to two-minutes.

Pastor Vickia Brinkley, True Faith Baptist Church, Pastor Shantell Owens, Genesis Church, Catherine Watts, Genesis Church, Marc King, Genesis Church, Josefina Perez, Iglesia Cristiana El Buen Pastor, Pastor Ed Harris, Clergy / NAACP ACAPE Fellowship AME Zion Church, David Nichols, Erika Raulston, Leslie May, Pastor Damon Owens, Genesis Church, Odessa Lafrancois President of East Contra Costa County NAACP, Krystle Brooks, Rev Versel Milton, Genesis Church, Velma Wilson, Nicole Arrington, Mike, Miguel Baltierra, Sycamore Square Shopping Center, Kathryn Wade, Pastor Navelle Rufes, The Fathers Fellowship Church, Devin W., Bishop Jason Wright, Transformation Church, Felicia Wilson, Goden Chauman, Ray Rodriguez, Patricia Granados, Eddie Gums, Gavin Payton, East County NAACP Youth Council, Mary Lutz and an unidentified speaker discussed public safety concerns in District 1. Several speakers offered potential solutions for addressing these concerns and many offered to participate in the City's efforts to advance solutions.

Kimberly Kidd-Bailey expressed concern regarding conflicting information she received pertaining to a bicycle fatality involving a family member. She also discussed employee separations at the APD.

Ricka Davis-Sheard discussed homelessness and encouraged the community to be compassionate.

Algrerine Clayton reported she had been the victim of personal attacks and events that had damaged her property.

An unidentified speaker discussed his efforts to bring Project Homekey and affordable housing projects to Antioch.

Teki Flow acknowledged the community strike on Wilbur Avenue and discussed pedestrian safety concerns in her neighborhood. She thanked the City Council for their hard work and suggested Council address public safety concerns.

Public comment submitted in writing was entered into the record from the following individual: Rick Kimble Director, Public Affairs and Communications / Georgia Pacific.

ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY COUNCILMEMBER WILSON, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS AND MAYOR'S COMMENTS AS THE NEXT ORDER OF BUSINESS.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Barbanica thanked the speakers for their public comments. He reported Council was in contact with Antioch Police Department each day regarding updates of events occurring in the community. He offered suggestions for addressing public safety issues in District 1.

Councilmember Ogorchock thanked the speakers for their public comments and suggested the community work with APD. She offered suggestions for improving public safety in District 1.

Councilmember Wilson thanked the speakers for their public comments and offered suggestions for improving public safety in District 1. She suggested the City's pursue funding for youth and safety programming in Antioch.

Councilmember Torres-Walker thanked those responsible for hosting a call on Sunday night and the speakers for their public comments. She gave a history of efforts to address gun violence prevention and discussed the importance of advocating for funds to address the issues. She recognized APD for providing resources and the outside agencies and stakeholders who offered to assist. She discussed the importance of the City advancing a different approach to public safety.

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe thanked the speakers for their public comments and those who volunteered their time. He clarified challenges associated with some of the public's suggestions. He gave a history of the City's efforts to address homelessness and community violence. He announced he would be holding a press conference on September 25, 2024, to update the community on efforts the City was taking to address public safety matters.

ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY MAYOR HERNANDEZ-THORPE THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED AGENDA ITEMS #5, 6 and 7 AS THE NEXT ORDER OF BUSINESS.

Mayor Hernandez-Thorpe declared a recess at 8:57 P.M. The meeting reconvened at 9:11 P.M. with all Councilmembers present.

5. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community events.

- Rhythms by the River – 1:00 P.M. – 7:00 P.M. on September 28, 2024, at Antioch Rivertown
- Arts & Rec Exhibit – 10:00 A.M. – 1:00 P.M. on October 5, 2024, at Nick Rodriguez Center

An unidentified speaker announced a Just Cause policy signing event would be held at 11:00 A.M. on October 2, 2024, at Antioch City Hall.

Mayor Hernandez-Thorpe announced he would be hosting a meet and greet with the new City Manager at 11:00 A.M. on October 3, 2024, at Antioch City Hall.

6. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Contra Costa Mosquito and Vector Control Board
- Economic Development Commission
- Planning Commission

For more information and to apply, visit the City's website.

7. **CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 10, 2024**
 - B. **APPROVAL OF COUNCIL WARRANTS**
 - C. **REJECTION OF CLAIM: CASSANDRA ROMO**
 - D. **RESOLUTION NO. 2024/133 AND SA RESOLUTION NO. 2024/42 CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH AND SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**
 - E. **RESOLUTION NO. 2024/134 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT (P.W. 282-19A)**
 - F. **RESOLUTION NO. 2024/135 RATIFICATION OF THE AZTECA SYSTEMS, LLC AGREEMENT APPROVING A TERM FROM JUNE 30, 2021, TO JUNE 29, 2025, AND A TOTAL NOT TO EXCEED AMOUNT OF \$310,250**

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

Item D – In response to Councilmember Ogorchock, City Attorney Smith confirmed that the City had not deleted any of the titles so the following box on the 2024 Local Agency Biennial Notice should be unchecked, "Delete titles of positions.....".

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously approved Item D with the following amendment:

- 2024 Local Agency Biennial Notice - uncheck the box - "Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions."

Speaking to the following motion and in response to Councilmember Ogorchock, Councilmember Torres-Walker and Mayor Hernandez-Thorpe stated that they wanted to move some items to the next meeting because they were not prepared to discuss them this evening.

ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED AGENDA ITEMS #1, 2, 3 AND 8 TO THE OCTOBER 8, 2024, CITY COUNCIL MEETING.

COUNCIL REGULAR AGENDA – Continued from September 10, 2024, Council Meeting

- 1. AMENDMENT OF EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS, ADDITION OF INCENTIVE PROGRAM FOR DISPATCHERS**
- 2. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON REVISIONS TO OVERNIGHT/CAMPING ORDINANCE**
- 3. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON ADOPTING COMMUNITY POLICING RESOLUTION**

COUNCIL REGULAR AGENDA

- 8. APPROVAL OF THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT AND SALARY INCREASES FOR CERTAIN CLASSIFICATIONS IN THE MANAGEMENT UNIT**

Councilmember Barbanica announced it was Acting City Manager Reed's last meeting serving as the Acting City Manager and he thanked and recognized his hard work.

Councilmember Torres-Walker made a motion to adjourn the meeting. Following discussion the following substitute motion was made.

ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED THE MOTION TO ADJOURN AS THE NEXT ORDER OF BUSINESS AND ADJOURNED THE MEETING AT 9:21 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

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

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

**October 8, 2024
Council Chambers**

6:00 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 6:00 P.M., and Acting City Clerk Rosales called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Garner vs. City of Antioch, et al., Superior Court of California, Contra Costa County (Case No. C23-01669).
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): One Case.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: East 18th Street and Wilson Street (APN 051-400-027), Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Bessie M. Scott, City Manager and Thomas Lloyd Smith, City Attorney; Contra Costa County Fire Protection District Negotiator: Aaron J. McAlister, Deputy Fire Chief; Under Negotiation: Price and terms of payment.

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:02 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-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 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Hernandez-Thorpe
Absent: Council/Agency Member District 2 Barbanica

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council approved a settlement in the amount of \$20,000, by a 4-0 vote with Councilmember Barbanica absent, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, direction given to City Attorney; and, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction given to City Manager and City Attorney.

COUNCIL REGULAR AGENDA – Continued from September 24, 2024, Council Meeting

1. AMENDMENT OF EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS, ADDITION OF INCENTIVE PROGRAM FOR DISPATCHERS

Captain Vigil presented the staff report dated October 8, 2024 recommending the City Council adopt the resolution: 1) Authorizing the City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry-level (academy graduate and recruit) Peace Officers; 2) Introducing a \$10,000 signing bonus for newly hired Police Dispatchers to be paid in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center; and 3) Authorizing the necessary budget through June 30, 2025, of up to \$350,000.

Councilmembers Ogorchock and Wilson stated they supported the adoption of this resolution and supported extending the program to all employees.

RESOLUTION NO. 2024/136

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution: 1) Authorizing the City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry-level (academy graduate and recruit) Peace Officers; 2) Introducing a \$10,000 signing bonus for newly hired Police Dispatchers to be paid in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center; and 3) Authorizing the necessary budget through June 30, 2025, of up to \$350,000.

2. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON REVISIONS TO OVERNIGHT/CAMPING ORDINANCE

Mayor Hernandez-Thorpe requested the ordinance come back to Council for consideration of expanding it to include restricting overnight camping on city trails and waterways.

Councilmember Torres-Walker supported postponing this item so the community could participate in the discussion. She gave an overview of the efforts of communities within Contra Costa County who provided shelter and services for the unhoused. She noted it was important for leadership within the City to be committed to bringing in encampment resolution funds.

Councilmember Ogorchock suggested the ordinance include private schools.

Mayor Hernandez-Thorpe supported postponing this item so the community could participate in the discussion and commented that he would reach out to the homeless advocates to inform them that this item would be on the agenda.

Councilmember Torres-Walker requested Council discuss the expenditure of the state's Encampment Resolution Funds awarded to the City.

Mayor Hernandez-Thorpe recognized that Antioch had recently built the infrastructure to support homeless services, and they had also recently hired a City Manager who was competent in housing and homelessness, which would help in seeking additional funding.

On motion by Councilmember Torres-Walker, seconded by Councilmember Ogorchock the City Council members present postponed Agenda Item #2.

3. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON ADOPTING COMMUNITY POLICING RESOLUTION

Councilmember Torres-Walker stated she brought this item forward at the request of a resident. She noted Interim Police Chief Addington and Acting City Manager Reed had also supported advancing this item to Council.

Erika Raulston spoke in support of Council adopting a community policing resolution and offered suggestions for items to be included.

Councilmember Wilson thanked Councilmember Torres-Walker for bringing this item forward and spoke in support of adopting a community policing resolution.

Council consensus directed staff to bring this item back at a later date.

4. APPROVAL OF THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT AND SALARY INCREASES FOR CERTAIN CLASSIFICATIONS IN THE MANAGEMENT UNIT

Director of Human Resources Cortez presented the staff report dated October 8, 2024 recommending the City Council adopt a resolution: 1) Approving the Side Letter Agreement between the City of Antioch and the Management Unit; 2) Authorizing the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Management Unit; 3) Authorizing the amendment to the Master Salary Schedule to certain classifications in the Management Unit; and 4) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2024/25 budget to implement the provisions of the Side Letter Agreement.

RESOLUTION NO. 2024/137

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution 1) Approving the Side Letter Agreement between the City of Antioch and the Management Unit; 2) Authorizing the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Management Unit; 3) Authorizing the amendment to the Master Salary Schedule to certain classifications in the Management Unit; and 4) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2024/25 budget to implement the provisions of the Side Letter Agreement.

5. PROCLAMATIONS

- National Domestic Violence Awareness Month, October 2024
- Filipino American History Month, October 2024
- National Breast Cancer Awareness Month, October 2024

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

Representatives from STAND! For Families Free of Violence accepted the *National Domestic Violence Awareness Month* proclamation.

Mayor Hernandez-Thorpe announced he would be presenting the *Filipino American History Month* and *National Breast Cancer Awareness Month* proclamations at events later this month.

6. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Mayor Hernandez-Thorpe and a member of the Antioch Council of Teens (ACT) announced the following civic and community events:

- 5th Annual Falloween and Trunk-o-Treat – October 19, 2024, at Antioch Water Park
- 36th Annual Kids Fishing Derby – October 12, 2024, at Waldie Plaza & Public Fishing Pier

An announcement of a civic and community event submitted in writing was entered into the record from the following individual: Dani Lanis / Advocacy Manager Bike East Bay.

7. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Contra Costa County Mosquito & Vector Control Board
- Planning Commission
- Antioch Police Oversight Commission

For more information and to apply, visit the City's website.

PUBLIC COMMENTS

Mayra Cristal Rojas expressed concern regarding insufficient lighting and public safety matters in her neighborhood. She requested traffic calming and improved lighting for the area.

Leslie May expressed concern regarding an interaction she and her granddaughter had with a candidate running for public office. She also discussed comments made about her on social media.

Erika Raulston expressed concern regarding comments made in election advertisements.

Nicole Arrington discussed the recent Georgia Pacific strike and encouraged the community to support the workers. She spoke in support of keeping the Antioch Amtrak station open.

Kimberly Kidd-Bailey announced that the person responsible for a family member's bicycle fatality was arrested and would be arraigned at 8:30 A.M. on October 24, 2024, at Pittsburg Court. She expressed concern for comments made about elected officials on social media.

Greg D. discussed the mental and physical impacts the Desalination Plant Project had on the community.

Eddie Gums, Tachina Garrett and Melvin Willis, ACCE Antioch spoke in support of keeping the Antioch Amtrak station open and thanked Mayor Hernandez-Thorpe for attending the San Joaquin Joint Powers Authority meeting.

Krystle Law Brooks, Genesis Church, offered to assist the City in coordinating Stop the Violence events for youth in the community. She requested a 4-way stop sign and improved lighting be installed at 6th and G Street. She offered suggestions for sheltering the homeless.

Damon Owens, Genesis Church Antioch, welcomed City Manager Scott. He spoke on gun violence and public safety in Antioch. He invited Council to participate in a Unity Walk on October 11, 2024, beginning at Genesis Church.

Devin Williams expressed concern regarding comments made on social media about candidates running for office.

Patricia Granados discussed the accomplishments of the City Council. She suggested separating the coroner's office from the Sheriff's office. She invited the community to participate in East County Voices. She expressed concern regarding comments made on social media about candidates running for office.

Gavin Payton, NAACP Youth Council discussed the Champions for Youth Banquet and encouraged the community to support Antioch's youth.

Ralph Hernandez, Antioch resident, stated that he had condemned officers involved in the text message scandal; however, that did not reflect a great percentage of officers in Antioch who had conducted themselves professionally. He endorsed a candidate running for District 2 in Antioch.

Mike discussed criminal activity occurring in the Sycamore Square Shopping Center.

An unidentified speaker discussed housing opportunities in other jurisdictions as well as potential transitional housing opportunities in Antioch.

Edgar Martinez encouraged the City to work with a resident on housing solutions for Antioch.

ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER WILSON, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED THE CONSENT CALENDAR AS THE NEXT ORDER OF BUSINESS.

8. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 10, 2024**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 24, 2024**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - E. **RESOLUTION NO. 2024/138 EXPANSION OF SHOTSPOTTER TECHNOLOGY**
 - F. **RESOLUTION NO. 2024/139 AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT AND INCREASING THE AGREEMENT AMOUNT BY \$2.1 MILLION WITH FELTON INSTITUTE FOR THE CITY OF ANTIOCH'S ANGELO QUINTO COMMUNITY RESPONSE TEAM PROGRAM (AQCRT)**
 - G. **RESOLUTION NO. 2024/140 PROGRAM SUPPLEMENT AGREEMENT FOR THE INSTALLATION OF HAWK SIGNALS AT VARIOUS LOCATIONS PROJECT (P.W. 282-25)**

- H. **RESOLUTION NO. 2024/141** CONSIDERATION OF A \$35,655 INCREASE IN THE CAPITAL IMPROVEMENT BUDGET FOR PARK FACILITY UPGRADES AND AN AGREEMENT FOR THE JACOBSEN PARK PLAYGROUND REPLACEMENT FOR \$336,949.34
- I. **RESOLUTION NO. 2024/142** THIRD AMENDMENT IN THE AMOUNT OF \$455,604 TO THE CONSULTING SERVICES AGREEMENT WITH CDM SMITH, INC. FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)
- J. **RESOLUTION NO. 2024/143** SECOND AMENDMENT IN THE AMOUNT OF \$55,200 TO THE CONSULTING SERVICES AGREEMENT WITH HB CONSULTING GROUP, INC. FOR PROJECT MANAGEMENT SERVICES RELATED TO THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)
- K. **RESOLUTION NO. 2024/144** CONSIDERATION OF BIDS FOR THE MARCHETTI PARK RENOVATIONS FOR AN AGREEMENT IN THE AMOUNT OF \$1,577,200 (P.W. 184-P8)
- L. **RESOLUTION NO. 2024/145** SEVENTH AMENDMENT IN THE AMOUNT OF \$124,000 TO THE CONSULTING SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Public comment submitted in writing for Consent Calendar Items I and J, was entered into the record from the following individual: Eric Christen / Executive Director / Coalition for Fair Employment in Construction.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously approved the Council Consent Calendar with the exception of Items E and F, which were removed for further discussion.

ITEM E – Councilmember Torres-Walker explained that these funds were from a federal grant and could only be utilized for this purpose. She reported that a resident had alerted her to a new all-inclusive technology that could be lower in cost, and she had requested the Antioch Police Department (APD) look into that program.

Edgar Martinez suggested staff provide the public with data for Shot Spotter Technology and offered information to Council on the effectiveness of the technology in other jurisdictions.

Councilmember Torres-Walker explained that Shot Spotter did not prevent violence; however, it showed the City where the challenges were located so they could strategically deploy resources to those communities to prevent gun related violence.

Mayor Hernandez-Thorpe added that the City had conducted a comprehensive study on areas that experienced gun violence and part of that effort was to determine where to locate Shot Spotter. He noted this grant would provide more coverage, support law enforcement, create stronger evidence and help the City collect data utilized by the APD.

On motion by Councilmember Torres-Walker, seconded by Councilmember Ogorchock the City Council members present unanimously approved Item E.

ITEM F – In response to Councilmember Ogorchock, Mayor Hernandez-Thorpe confirmed that this item was discussed in the budget process.

Robert Collins, Devin Williams, Krystle Law Brooks, Patricia Granados and Leslie May spoke in support of Council adopting the resolution increasing the agreement amount for Felton Institute.

An unidentified individual requested the City provide data to support the increase in funding for the AQCRT.

Mayor Hernandez-Thorpe explained that this item was placed on the Consent Calendar based on data provided by the Department of Public Safety and Community Resources and Felton Institute.

Councilmember Torres-Walker thanked everyone for their comments and discussed the positive impact the AQCRT had on Antioch. She explained that the increase in calls for service was attributed to residents becoming aware of the program.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock the City Council members present unanimously approved Item F.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker thanked community members who had advocated for tenant protections. She reported on her attendance at the Cannabis Standing Committee Meeting and a meeting she had with staff to discuss future efforts to address violence in Antioch. She announced that she had recently worked with Genesis Church and other community members on a training related to risk factors associated with gun violence. She encouraged the community to attend a Unity Walk at 10:30 A.M. on October 11, 2024, at Genesis Church and requested that those campaigning refrain from doing so at that event.

Councilmember Ogorchock announced Brighter Beginnings was offering free dental services downtown on November 1, 2024, and Contra Costa County Mosquito and Vector Control had reported there had been an increase in a mosquito species in Antioch. She requested Opportunity Junction provide Council with a presentation on their Social Equity Program.

Councilmember Wilson reported on her attendance at the Cannabis Standing Committee meeting and announced Delta Diablo would be meeting on October 9, 2024.

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe announced Tri Delta would be meeting later this month and reported on a meeting he attended with ODAT to address gun violence reduction efforts. In response to public comments, he explained the city's speed bump application program. He also reported on his attendance at the Joint Powers Authority to discuss the Amtrak station and noted he would be reporting out to Council in the future. He explained that the Executive Inn project had reduced calls for service in the area and spoke about the value of investing in the community.

Councilmember Torres-Walker acknowledged members of Reimagine Antioch and the Antioch Police Oversight Commission who had offered resources and services to residents in the Sycamore Square Shopping Center area.

An unidentified speaker repeated a prior request for the City to provide regularly scheduled meetings of the Cannabis Standing Committee to encourage public involvement. He also discussed potential funding sources to revitalize blighted areas of Antioch.

Mayor Hernandez-Thorpe requested the resolution forming the Cannabis Standing Committee be brought back to Council.

Following discussion, Council requested staff bring back all the Standing Committees to review their status.

PUBLIC HEARING

9. PROPOSED ORDINANCE AMENDING SECTION 9-5.3843 OF THE ANTIOCH MUNICIPAL CODE REGARDING RESTRICTIONS ON THE SALE AND TRANSFER OF TOBACCO AND DRUG PARAPHERNALIA RETAILERS (LA2024-0001).

Councilmember Ogorchock suggested this agenda item be postponed since Councilmember Barbanica had requested it and he was not in attendance this evening.

Mayor Hernandez-Thorpe stated that Council could move forward with the Public Hearing since there were members of the public who wished to speak on the item and suggested action could be taken by Council at a later date.

Planning Manager Merideth presented the staff report dated October 8, 2024, and stated that the Planning Commission recommends that the City Council introduce by title only and waive the further reading of the ordinance to adopt text amendments to Section 9-5.3843 of Article 38 (Land Use Regulations) of Chapter 5 (Zoning) of Title 9 (Planning and Zoning) of the Antioch Municipal Code Relating to Tobacco and Paraphernalia Retailers.

Mayor Hernandez-Thorpe stepped away from the dais, Mayor Pro Tem Wilson opened the public hearing.

Ralph Hernandez and Nisha Toor, Black Diamond Market spoke in favor of the City Council amending the ordinance.

An unidentified speaker proposed working with small retailers to develop a compliance accountability component.

Public comment submitted in writing was entered into the record from the following individual: Navdeep Kamboj / Antioch Smoke Shop.

Mayor Hernandez-Thorpe closed the public hearing.

A motion was made by Councilmember Ogorchock to postpone Agenda Item #9. Following discussion, she withdrew her motion.

Councilmembers Ogorchock and Torres-Walker spoke in support of the City Council amending the ordinance to allow for the sale or transfer of tobacco businesses.

Councilmember Wilson supported postponing this item until Councilmember Barbanica was present to vote on the agenda item.

Mayor Hernandez-Thorpe gave a history of Ordinance 2124-C-S. He stated that he did not support tobacco products; however, he felt these businesses should not be penalized so he supported amending the ordinance to allow for the sale or transfer of tobacco businesses.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council introduced by title only and waived the further reading of the ordinance to adopt text amendments to Section 9-5.3843 of Article 38 (Land Use Regulations) of Chapter 5 (Zoning) of Title 9 (Planning and Zoning) of the Antioch Municipal Code Relating to Tobacco and Paraphernalia Retailers. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Hernandez-Thorpe Abstain: Wilson Absent: Barbanica

COUNCIL REGULAR AGENDA

10. VIOLENCE REDUCTION INITIATIVE THAT INCLUDES A BUDGET ALLOCATION OF UP TO \$500,000

Captain Vigil presented the staff report dated October 8, 2024 recommending the City Council adopt the resolution: 1) Authorizing the payment of double-time for Antioch Police Officer's Association Members for working extra shifts in designated areas of the City to reduce violence as directed by the Chief of Police or his/her designee; 2) Authorizing the City Manager to enter into agreements, approved as to form by the City Attorney's Office, to pay regional municipalities \$200 per hour to send officers to work shifts in designated areas to reduce violence; and 3) Allocating up to \$500,000 to fund this violence reduction initiative.

Shantell & Damon Owens, Genesis Church, Leslie May, Devin Williams and an unidentified speaker expressed concern for potentially overworking APD Officers and supported seeking the support of other agencies. Some speakers suggested allocating funds to community lead responses.

Krystle Law Brooks urged the City not to seek outside assistance from CHP and expressed concern about potentially overworking APD officers.

Devin Williams questioned how these funds would lower crime in the community.

An unidentified speaker suggested the City address the communities' needs for affordable housing.

An unidentified speaker requested the Council invest in psychological needs within the APD.

Councilmember Torres-Walker stated she did not support double-time for APD officers; however, she supported supplementing them with outside resources.

In response to Councilmember Wilson, Captain Vigil explained that he proposed a balanced approach so they could determine which outside agencies were interested and then overlay that with existing staffing. He noted double-time was a way to incentivize officers to give up a day off.

Mayor Hernandez-Thorpe reported one outside agency had expressed interest and another one was being considered.

Captain Vigil explained that those interested in overtime would be vetted by the Watch Commander and Captain and scheduled appropriately. He noted overtime was built into the existing schedule and confirmed that the City needed to offer overtime to APD officers prior to offering it to an outside agency. He noted the \$500k would be allocated as it was used.

Mayor Hernandez-Thorpe explained the primary purpose of this item was to seek outside agencies for additional support. He noted the APD overtime incentive request was for designated areas.

A motion was made by Councilmember Ogorchock to adopt the resolution.

Following discussion, Councilmember Ogorchock withdrew her motion and Council consensus supported entering into agreements with regional municipalities and allocating up to \$500k to fund the violence reduction initiative. They also directed City Manager Scott to work with staff to set parameters for authorizing double-time to APD officers for the same purpose.

RESOLUTION NO. 2024/146

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council members present adopted an amended resolution: 1) Authorizing the City Manager to

enter into agreements, approved as to form by the City Attorney's Office, to pay regional municipalities up to \$200 per hour to send officers to work shifts in designated areas to reduce violence; and 2) Allocating up to \$500,000 to fund this violence reduction initiative.

PUBLIC COMMENT – None

STAFF COMMUNICATIONS

City Attorney Smith welcomed City Manager Scott to the City of Antioch.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker requested staff agendize a discussion on community programming opportunities in the area of the Sycamore Square Shopping Center and the vacant parcel across the street. She discussed public safety through environmental design and encouraged residents to be involved in efforts to reduce and prevent violence. She suggested utilizing resources invested in political campaigns for violence prevention efforts.

Councilmember Ogorchock requested staff agendize a discussion on a citywide retention bonus program and guidelines for the use of the City Council Community Events Funds.

Councilmember Wilson reiterated a previous request for a status update of the Sister City program.

Devin Williams suggested Council agendize a discussion on maintenance at the Deer Valley Plaza.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 10:52 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
SEPTEMBER 27 - OCTOBER 10, 2024
FUND/CHECK#

100 General Fund

Non departmental

00207362	ARTZ, TIMOTHY	RV REFUND	50.00
00415592	24 HOUR FITNESS #00803	PAYROLL	10.79
00415593	IN SHAPE HEALTH CLUBS	PAYROLL	27.00
00415613	BUTLER, KEITH	REFUND OVERPAYMENT	4.00
00415628	EMPLOYMENT DEVELOPMENT DEPARTMENT	PAYROLL	375.31
00415637	EMPLOYEE	CHECK REPLACEMENT	539.32
00415642	IN SHAPE HEALTH CLUBS	PAYROLL	287.99
00415643	IN SHAPE HEALTH CLUBS	PAYROLL	81.00
00415648	LIFE INSURANCE COMPANY OF NO AMERICA	PAYROLL	5,182.35
00415654	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,431.49
00415659	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,554.00
00415663	PARS	PAYROLL	7,666.69
00415669	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	4,689.75
00415670	STATE OF CALIFORNIA	PAYROLL	120.00
00415671	STATE OF CALIFORNIA	PAYROLL	50.00
00415682	EMPLOYEE	CHECK REPLACEMENT	2,462.87
00415684	AFLAC	PAYROLL	6,293.16
00415722	COLONIAL LIFE	MONTHLY PREMIUM	1,136.98
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	47,386.04
00415761	EMPLOYEE	AFLAC REFUND	54.60
00415803	QUADIENT LEASING USA INC	POSTAGE	3,100.00
00415804	EMPLOYEE	CHECK REPLACEMENT	373.67
00415822	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	660.00
00949427	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	860.00
00949428	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	20,984.61
00949429	ANTIOCH PUBLIC WORKS EMPLOYEE'S ASSOC	PAYROLL	2,380.00
00949437	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	42,451.37
00949442	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,195.17

City Council

00415677	WALKER, TAMISHA TORRES	PER DIEM	215.00
00415740	COSTCO	VARIOUS BUSINESS EXPENSES	132.99

City Attorney

00415627	EIDEN, KITTY J	CHECK REPLACEMENT	300.00
00415697	BERTRAND FOX ELLIOT OSMAN & WENZEL LLP	LEGAL SERVICES RENDERED	7,192.11
00415698	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	14,197.17
00415749	EIDEN, KITTY J	MINUTES CLERK	100.00
00415765	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	120,210.62
00415785	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	24,467.41
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	12.73
00415817	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	2,280.00

City Manager

00415681	WILLIAMS, DEVIN	PER DIEM	360.00
00415715	CALIF, STATE OF	USE TAX REMITTANCE	1.26
00415816	TAYLOR, PORSHE	PER DIEM	360.00

City Clerk

00415627	EIDEN, KITTY J	CHECK REPLACEMENT	2,000.00
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CLAIMS BY FUND REPORT
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00415657	OFFICE DEPOT INC	OFFICE SUPPLIES	120.09
00415683	ACCONTEMPS	TEMP SERVICES	5,795.23
00415715	CALIF, STATE OF	USE TAX REMITTANCE	0.18
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	43.89
City Treasurer			
00415777	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	383.68
Human Resources			
00415704	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	292.00
00415715	CALIF, STATE OF	USE TAX REMITTANCE	3.24
00415720	CLONINGER, NAHLEEN R	TUITION REIMBURSEMENT	800.00
00415743	CPS HUMAN RESOURCE SERVICES	RECRUITMENT EXAM	764.50
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	615.00
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	66.40
Economic Development			
00415718	CITY OF WALNUT CREEK	DUES- B SWEET	2,019.00
00415815	SWEET, BRET ALEXANDER	EXPENSE REIMBURSEMENT	34.26
00949435	IMPLAN GROUP LLC	CHECK REPLACEMENT	4,050.00
Finance Accounting			
00415657	OFFICE DEPOT INC	OFFICE SUPPLIES	80.11
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	62.41
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	72.97
00949447	SUPERION LLC	ASP SERVICE	23,314.24
Finance Operations			
00415715	CALIF, STATE OF	USE TAX REMITTANCE	13.49
00415803	QUADIENT LEASING USA INC	POSTAGE SUPPLIES	420.79
00415822	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	1,320.00
00949438	PITNEY BOWES INC	INSERTER LEASE	1,503.49
Non Departmental			
00415613	BUTLER, KEITH	REFUND OVERPAYMENT	310.00
00415676	WAGWORKS	ADMIN FEE 9/2024	476.00
00415787	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	15,021.00
00415788	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	60,024.45
00415789	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	45,239.21
00415790	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	42,544.30
Public Works Street Maintenance			
00415665	ROADLINE PRODUCTS INC USA	AIR BEAD DISPENSER	1,020.44
00415703	C AND J FAVALORA TRUCKING INC	TRUCKING	1,200.00
00415715	CALIF, STATE OF	USE TAX REMITTANCE	232.99
00415771	INTERSTATE SALES	SPEED BUMPS	530.42
00415779	LOWES COMPANIES INC	HARDWARE	204.75
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	43.54
Public Works-Signal/Street Lights			
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,541.68
00415798	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	747.88
Public Works-Facilities Maintenance			
00415594	ALL STAR RENTS	LIFT RENTAL	917.91
00415596	ALTA FENCE	FENCE REPAIR	520.00
00415635	GENERAL PLUMBING SUPPLY	FAUCET	477.56



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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00415645	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	7,944.00
00415662	PACIFIC GAS AND ELECTRIC CO	GAS	23,190.88
00415688	AMERICAN PLUMBING INC	PLUMBING SERVICES	288.81
00415694	AVON MASONRY CONSTRUCTION	DEMOLITION-ARBOR	5,000.00
00415715	CALIF, STATE OF	USE TAX REMITTANCE	18.99
00415742	COUNTY LOCK	LOCKSMITH SERVICES	197.50
00415745	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	799.76
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	21.52
00415779	LOWES COMPANIES INC	SUPPLIES	1,811.76
00415798	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,079.96
00415800	PEPPER INVESTMENTS INC	MONTHLY SERVICE	3,180.00
00415809	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	2,002.91
00415820	ULINE	CHECK REPLACEMENT	3,447.11
Public Works-Parks Maint			
00415597	AMERICAN PLUMBING INC	PLUMBING SERVICES	350.00
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,228.42
00415696	BACKFLOW DISTRIBUTORS INC	PARTS	332.28
00415715	CALIF, STATE OF	USE TAX REMITTANCE	72.95
00415723	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415724	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415725	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415726	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415727	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415728	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415729	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415730	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415731	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415732	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	210.00
00415733	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415734	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415735	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415736	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415737	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415738	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	429.60
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	35.88
00415798	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,254.11
00415809	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	396.75
00949440	SITEONE LANDSCAPE SUPPLY HOLDING LLC	IRRIGATION REPAIR	1,782.99
Public Works-Median/General Land			
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,413.71
00415693	ANTIOCH ACE HARDWARE	ELECTRICAL TOOLS	25.65
00415715	CALIF, STATE OF	USE TAX REMITTANCE	76.78
00415779	LOWES COMPANIES INC	IRRIGATION REPAIR	60.13
00949440	SITEONE LANDSCAPE SUPPLY HOLDING LLC	IRRIGATION REPAIR	373.34
PW-Work Alternative-Strt Maint			
00415715	CALIF, STATE OF	USE TAX REMITTANCE	18.58
Police Administration			
00415604	BAGEL STREET CAFE	ARBITRATION	315.25



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00415608	BECERRA, ARTURO MODESTO	PER DIEM	240.00
00415610	BRADY INDUSTRIES	JANITORIAL SUPPLIES	40.40
00415614	CANDELARIO, LUIS A	PER DIEM	86.00
00415655	NELSON, AMANDA SUSANNE	EXPENSE REIMBURSEMENT	54.00
00415667	RODRIGUEZ, ALMA GABRIELA	PER DIEM	86.00
00415673	TAFT, BRENNAN RAYMOND	PER DIEM	86.00
00415680	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	229.27
00415715	CALIF, STATE OF	USE TAX REMITTANCE	1,155.29
00415721	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	119.62
00415781	MARQUES, SHAWN LUIS	EXPENSE REIMBURSEMENT	164.93
00415784	MEADS, KORINA M	EXPENSE REIMBURSEMENT	287.63
00415801	PLATINUM PREMIER LLC	HOTEL FOR TRAINEES	9,363.15
00415820	ULINE	CHECK REPLACEMENT	499.79
00949431	DELL COMPUTER CORP	SCANNER	3,013.87
00949434	HOYA SAFETY	SAFETY GLASSES	170.25
Police Prisoner Custody			
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	86.10
Police Community Policing			
00415630	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	7.00
00415750	EMPLOYEE	ADVANCED DISABILITY PENSION	5,855.50
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	66.25
Police Investigations			
00415629	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	295.33
Police Communications			
Police Facilities Maintenance			
00415598	ANIXTER INC	LOCKS	1,339.86
00415640	HONEYWELL INTERNATIONAL INC	PD EVIDENCE ROOM	1,776.30
00415645	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	7,462.00
00415662	PACIFIC GAS AND ELECTRIC CO	GAS	37,090.37
00415664	REINHOLDT ENGINEERING CONSTR	UST INSPECTIONS	575.00
00415688	AMERICAN PLUMBING INC	PLUMBING SERVICES	568.75
00415800	PEPPER INVESTMENTS INC	MONTHLY SERVICE	666.00
00415820	ULINE	CHECK REPLACEMENT	560.15
Youth Network Services			
00415699	BIG SKY LOGOS AND EMBROIDERY	VOLUNTEER SHIRTS	1,483.22
00415702	BRIDGE BUILDERS TO THE NEW GENERATION	FULL CAMP INVOICE	10,000.00
00415715	CALIF, STATE OF	USE TAX REMITTANCE	7.46
00415772	J6	SERVICES FOR BASKETBALL	24,000.00
00415810	RR TRANSITIONAL HOUSING	SUMMER TUTORING	5,290.00
00415818	TRADE JOBS 4 YOU	TRAINING	24,000.00
Violence Intervention & Preven			
PSCR Administration			
00415645	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	770.00
00415715	CALIF, STATE OF	USE TAX REMITTANCE	0.02
00415810	RR TRANSITIONAL HOUSING	TACOS RESOURCE FAIR	1,200.00
Community Development Administration			
00949441	UBEO BUSINESS SERVICES	COPIER	1,638.52



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CD Code Enforcement

00415634	GBA STORAGE, LLC	MONTHLY STORAGE FEE	260.00
00415644	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	85.67
00415747	DOOR AND WINDOW GUARD SYSTEMS INC	EQUIPMENT RENTAL	188.53

PW Engineer Land Development

00415715	CALIF, STATE OF	USE TAX REMITTANCE	8.04
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Community Development Building Inspection

00415715	CALIF, STATE OF	USE TAX REMITTANCE	10.56
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Capital Imp. Administration

00301549	ISINGS CULLIGAN	WATER DISPENSER	34.05
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	21.30

206 American Rescue Plan Fund

Non Departmental

00415595	ALLIANCE FOR COMM DEV THE SF BAY AREA	SMALL BUSINESS RESOURCE	8,828.00
00415606	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	123,638.91
00415631	FELTON INSTITUTE	AQRT INVOICE JULY 2024	165,302.62
00415753	FELTON INSTITUTE	AQRT INVOICE AUGUST 2024	143,704.09

207 CalVIP Grant Fund

Violence Intervention & Preven

209 RMRA Fund

Streets

00415620	CONTRA COSTA TRANSPORTATION AUTHORITY	PROFESSIONAL SERVICES	100,000.00
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212 CDBG Fund

CDBG

00415805	RENAISSANCE ENTREPRENEURSHIP CENTER	REIMBURSEMENT FOR SVCS	907.03
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213 Gas Tax Fund

Streets

00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	60,597.90
00415798	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	453.37

214 Animal Services Fund

Animal Services

00415662	PACIFIC GAS AND ELECTRIC CO	GAS	1,952.13
00415741	COTTLE, CATRIONA MARIE	EXPENSE REIMBURSEMENT	224.88

216 Park-In-Lieu Fund

Parks & Open Space

00415759	GATES AND ASSOCIATES INC	MARCHETTI PARK DESIGN	290.00
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219 Recreation Fund

Non departmental

00415633	GARCIA JR, MANUEL	SUPPLIES	2,800.00
00415674	TEAM JESUS MINISTRIES	DEPOSIT REFUND	306.00
00415780	LOZANO, JOSE LUIS	DEPOSIT REFUND	1,000.00

Nick Rodriguez Community Cent

00415662	PACIFIC GAS AND ELECTRIC CO	GAS	9,798.59
00415689	AMERICAN STAGE TOURS	APPLE HILL SENIOR TRIP	3,014.52
00415699	BIG SKY LOGOS AND EMBROIDERY	VOLUNTEER SHIRTS	1,378.95
00415700	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,985.34
00415739	COSTCO	VARIOUS BUSINESS EXPENSES	463.91
00415800	PEPPER INVESTMENTS INC	MONTHLY SERVICE	444.00



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Recreation Sports Programs

00415658	OLIVER, LANCE	PERMIT REFUND	1,008.00
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,945.85
00415795	OLIVER, LANCE	PERMIT REFUND	384.00

Recreation-Comm Center

00415594	ALL STAR RENTS	LIFT RENTAL	625.83
00415612	BSN SPORTS LLC	ACP MOBLIE SOCCER NETS	1,108.65
00415652	MIGUEL SALDANA	DECOR DIA DE LOS MUERTOS	1,080.00
00415653	MUIR, ROXANNE JARMAN	CONTRACTOR PAYMENT	216.00
00415657	OFFICE DEPOT INC	OFFICE SUPPLIES	36.86
00415700	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,453.95
00415715	CALIF, STATE OF	USE TAX REMITTANCE	1.48
00415719	CITY OF WALNUT CREEK	MEMBERSHIP DUES	2,019.00
00415748	DUGAND, KARINA	SUMMER 2024 DROP-IN	2,268.00
00415774	JB MECHANICAL INC	LABOR	322.10
00415776	KOVALICK, LUANNE	CONTRACTOR PAYMENT	270.60
00415777	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	305.09
00415779	LOWES COMPANIES INC	MAINTENANCE SUPPLIES	17.56
00415782	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,248.00
00415809	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	247.25

Recreation Water Park

00415618	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTAL	80.34
00415646	KNORR SYSTEMS INC	CHEMICALS	490.58
00415650	LINCOLN EQUIPMENT INC	CHEMICALS	3,854.16
00415662	PACIFIC GAS AND ELECTRIC CO	GAS	19,808.11
00415686	ALLEN, TYRONE LEE	EFT REPLACEMENT	147.76
00415715	CALIF, STATE OF	USE TAX REMITTANCE	766.09
00415775	KLIMA JR, JEROME R	HALLOWEEN PUMPKINS	2,990.75
00415800	PEPPER INVESTMENTS INC	MONTHLY SERVICE	1,851.00
00415802	PRECISION PLUMBING AND CONTRACTING INC	HOT WATER INSTALLATION	5,830.00

222 Measure C/J Fund

Streets

00415594	ALL STAR RENTS	STUMP GRINDER RENTAL	1,348.70
00415609	BOETHING TREELAND FARMS	MEDIAN ENHANCEMENT	2,993.30
00415679	WATERSAVERS IRRIGATION	MEDIAN ENHANCEMENT	2,045.98
00415715	CALIF, STATE OF	USE TAX REMITTANCE	209.13
00949440	SITEONE LANDSCAPE SUPPLY HOLDING LLC	BUCHANAN ENHACENMENT	11,785.63

226 Solid Waste Reduction Fund

Solid Waste

00415715	CALIF, STATE OF	USE TAX REMITTANCE	51.61
00415751	FASTENAL CO	INDUSTRIAL SUPPLIES	153.65

229 Pollution Elimination Fund

Channel Maintenance Operation

00415619	CONTRA COSTA HEALTH SERVICES	WASTE DISPOSAL	298.50
00415668	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00415692	ANTIOCH ACE HARDWARE	FENCING	137.01
00415715	CALIF, STATE OF	USE TAX REMITTANCE	5.52
00415779	LOWES COMPANIES INC	PAINT SUPPLIES- GRAFFITI	47.64



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00415800	PEPPER INVESTMENTS INC	RODENT CONTROL	3,150.00
00415811	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00415813	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	144.23
251	Lone Tree SLLMD Fund		
	Lonetree Maintenance Zone 1		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,195.03
	Lonetree Maintenance Zone 2		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,043.79
	Lonetree Maintenance Zone 4		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	102.53
252	Downtown SLLMD Fund		
	Downtown Maintenance		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	454.23
253	Almondridge SLLMD Fund		
	Almondridge Maintenance		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	379.75
254	Hillcrest SLLMD Fund		
	Hillcrest Maintenance Zone 1		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,343.54
	Hillcrest Maintenance Zone 2		
00415600	ARBORICULTURAL SPECIALTIES, INC	FIRE ABATEMENT WORK	16,000.00
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,066.86
	Hillcrest Maintenance Zone 4		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	967.14
255	Park 1A Maintenance District Fund		
	Park 1A Maintenance District		
00415617	COMCAST	CONNECTION SERVICES	113.80
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	218.20
256	Citywide 2A Maintenance District Fund		
	Citywide 2A Maintenance Zone 3		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	114.27
	Citywide 2A Maintenance Zone 4		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	527.35
	Citywide 2A Maintenance Zone 5		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	888.02
	Citywide 2A Maintenance Zone 6		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	339.57
	Citywide 2A Maintenance Zone 9		
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	698.80
	Citywide 2A Maintenance Zone10		
00415600	ARBORICULTURAL SPECIALTIES, INC	FIRE ABATEMENT NOTICE	8,000.00
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	99.07
257	SLLMD Administration Fund		
	SLLMD Administration		
00415715	CALIF, STATE OF	USE TAX REMITTANCE	13.27
00415751	FASTENAL CO	FASTENERS	133.59
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	5.12
00415779	LOWES COMPANIES INC	GRINDER WHEELS	46.85



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259 East Lone Tree SLLMD Fund

Zone 1-District 10

00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	70.55
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311 Capital Improvement Fund

Parks & Open Space

00415620	CONTRA COSTA TRANSPORTATION AUTHORITY	PROFESSIONAL SERVICES	100,000.00
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Public Buildings & Facilities

00415661	OUTDOOR DIMENSIONS LLC	CHICHIBU PARK SIGN	36,866.00
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312 Prewett CIP Fund

Parks & Open Space

00415625	EARL ADAMS TILE-COPING & PLASTERING INC	TAD POOL RESURFACING	32,112.00
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570 Equipment Maintenance Fund

Non departmental

00415641	HUNT AND SONS INC	FUEL	13,744.55
00415769	HUNT AND SONS INC	FUEL	9,567.67

Equipment Maintenance

00415602	ARROWHEAD 24 HOUR TOWING INC	TOW	418.50
00415626	ECHARARRIA, MARIA	TIRE DISPOSAL	216.25
00415647	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPLACEMENT	10,698.01
00415649	LIM AUTOMOTIVE SUPPLY INC	HYDRAULIC LINE	545.23
00415660	OREILLY AUTO PARTS	PARTS	328.00
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,102.87
00415672	STOMMEL INC	PARTS	131.71
00415678	WALNUT CREEK FORD	AUTO REPAIR PARTS	575.54
00415715	CALIF, STATE OF	USE TAX REMITTANCE	210.33
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	130.18
00415757	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	12,361.00
00415779	LOWES COMPANIES INC	METAL	81.85
00415786	MUNICIPAL MAINT EQUIPMENT INC	PARTS	4,025.27
00415796	OREILLY AUTO PARTS	PARTS	318.61

573 Information Services Fund

Network Support & PCs

00415601	ARCTIC WOLF NETWORKS, INC	ARCTIC WOLF IR	11,115.60
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GIS Support Services

00415715	CALIF, STATE OF	USE TAX REMITTANCE	3.46
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580 Loss Control Fund

Human Resources

00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	86.10
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611 Water Fund

Non departmental

00415610	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,690.20
00415649	LIM AUTOMOTIVE SUPPLY INC	PARTS	361.85
00415666	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	711.18
00415690	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	1,072.81
00415700	BRADY INDUSTRIES	JANITORIAL SUPPLIES	223.04
00415715	CALIF, STATE OF	USE TAX REMITTANCE	54.23
00415751	FASTENAL CO	SUPPLIES	823.90
00415760	GEMPLER'S INC	EAR PLUGS	415.93



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00415779	LOWES COMPANIES INC	BOTTLED WATER	410.67
00949432	GRAINGER INC	SUPPLIES	477.37
00949433	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	1,048.62
00949445	GRAINGER INC	LEATHER GLOVES	406.70
Water Supervision			
00415624	DEPT OF COMMUNITY SVCS & DEVELOPMENT	REFUND TO STATE	144.65
00415715	CALIF, STATE OF	USE TAX REMITTANCE	9.69
Water Production			
00415599	ANTIOCH ACE HARDWARE	FITTING PARTS	12.79
00415611	BRENNTAG PACIFIC INC	CHEMICALS	5,619.13
00415615	CARRASCO, AARON M	EXPENSE REIMBURSEMENT	936.17
00415622	CSI SERVICES INC	TANK INSPECTION	13,950.00
00415632	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	482.12
00415638	HACH CO	LAB SUPPLIES	3,625.40
00415639	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC PARTS	1,519.68
00415645	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	939.00
00415649	LIM AUTOMOTIVE SUPPLY INC	PARTS	267.94
00415651	MCMASTER CARR SUPPLY CO	PIPE FITTINGS	1,185.47
00415656	ODYSSEY POWER CORPORATION	PREVENTATIVE MAINTENANCE	2,182.64
00415662	PACIFIC GAS AND ELECTRIC CO	GAS	154,597.27
00415664	REINHOLDT ENGINEERING CONSTR	INSPECTIONS	1,075.00
00415672	STOMMEL INC	PARTS WTP	221.26
00415675	UNIVAR SOLUTIONS USA INC	CHEMICALS	61,373.29
00415691	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	700.00
00415693	ANTIOCH ACE HARDWARE	SUPPLIES	78.97
00415701	BRENNTAG PACIFIC INC	CHEMICALS	5,285.81
00415715	CALIF, STATE OF	USE TAX REMITTANCE	1,285.61
00415716	CANON FINANCIAL SERVICES	COLOR COPIER CONTRACT	96.58
00415746	DELTA FENCE CO	EMERGENCY FENCE REPAIR	2,725.00
00415756	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	688.58
00415763	GRISWOLD INDUSTRIES	REPLACEMENT VALVES	1,633.08
00415764	HACH CO	CHEMKEYS	1,757.03
00415766	HARRINGTON INDUSTRIAL PLASTICS LLC	SUPPLIES	65.22
00415768	HD SUPPLY INC	HEAD ASSEMBLY	624.00
00415779	LOWES COMPANIES INC	SMALL TOOLS	670.95
00415783	MCMASTER CARR SUPPLY CO	PLUMBING PARTS	1,940.28
00415791	MUTULO, DERRIC VINCENT	EXPENSE REIMBURSEMENT	145.00
00415793	ODYSSEY POWER CORPORATION	GENERATOR PM	1,826.38
00415809	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	494.50
00415812	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING PARTS	61.00
00415823	UNIVAR SOLUTIONS USA INC	CHEMICALS	23,121.55
00415825	VESTIS GROUP INC	WEEKLY SUPPLIES	216.68
00949430	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,799.56
00949444	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,585.84
00949445	GRAINGER INC	PIPE FITTINGS	1,484.20
Water Distribution			
00415657	OFFICE DEPOT INC	OFFICE SUPPLIES	23.58
00415662	PACIFIC GAS AND ELECTRIC CO	GAS	4.06



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00415687	ALTERED CANVAS	BACKFLOW BAGS	3,263.10
00415693	ANTIOCH ACE HARDWARE	OFFICE SUPPLIES	297.43
00415695	BACKFLOW APPARATUS AND VALVE CO	BACKFLOW DEVICES	6,650.85
00415696	BACKFLOW DISTRIBUTORS INC	BACKFLOW PARTS	4,481.70
00415703	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	60,412.50
00415715	CALIF, STATE OF	USE TAX REMITTANCE	252.06
00415717	CHECK PROCESSORS INC	LOCKBOX SERVICES	3,779.68
00415744	CWEA SFBS	MEMBERSHIP DUES	221.00
00415758	FURBER SAW INC	SUPPLIES	3,138.81
00415762	GRANITE CONSTRUCTION CO	EZ STREET	2,178.71
00415767	HAWTHORN VENTURES LLC	UNIFORMS	126.85
00415770	INSTRUMENT TECHNOLOGY CORP	LOCATE MACHINE PARTS	584.24
00415779	LOWES COMPANIES INC	BOTTLED WATER	1,046.63
00415792	NATIONAL TRENCH SAFETY, INC	SHORING RENTAL	523.39
00415794	OFFICE DEPOT INC	OFFICE SUPPLIES	109.57
00415797	PACE SUPPLY CORP	WATER VALVES	15,405.38
00415808	ROBERTS AND BRUNE CO	HYDRANTS	67,310.21
00415812	STANDARD PLUMBING SUPPLY CO. INC.	PIPE FITTINGS	279.11
00415813	STANDARD PLUMBING SUPPLY CO. INC.	PIPE FITTINGS	151.12
00415819	TYLER TECHNOLOGIES INC	WATER/ UTILITY SYSTEM FEE	40,216.55
00415821	UNDERGROUND REPUBLIC WATER WORKS, INC	HYDRANT EXTENSION	768.97
00415824	USA NORTH 811	MARK & LOCATE TICKET FEE	3,680.57
00949436	INFOSEND INC	PRINT & MAIL SERVICES	3,522.51
00949439	RED WING SHOE STORE	SAFETY SHOES- MC CULLAH, M	298.46
00949443	BADGER METER INC	METER FOR PGE	2,508.89
00949445	GRAINGER INC	SCALE	82.07
00949446	INFOSEND INC	PRINT & MAIL	2,194.08
Public Buildings & Facilities			
00415605	BAY ALARM COMPANY	WTP DEPOSIT	76,812.50
00415621	CSI METRICS LLC	PROFESSIONAL SERVICES	20,290.48
00949446	INFOSEND INC	MAIL SERVICES	17,012.23
Water Systems			
00415797	PACE SUPPLY CORP	METER BOX LIDS	25,431.27
00949443	BADGER METER INC	REGISTERS	1,426.75
621 Sewer Fund			
Swr-Wastewater Administration			
00415607	BEACH, TOBY ALAN	EXPENSE REIMBURSEMENT	243.50
00415623	CWEA SFBS	MEMBERSHIP DUES	111.00
00415636	GOLDEN BELL PRODUCTS INC	ROACH ABATEMENT	42,807.36
00415657	OFFICE DEPOT INC	OFFICE SUPPLIES	86.80
00415662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,420.51
00415693	ANTIOCH ACE HARDWARE	SMALL TOOLS	138.25
00415703	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	60,412.50
00415715	CALIF, STATE OF	USE TAX REMITTANCE	150.30
00415717	CHECK PROCESSORS INC	LOCKBOX SERVICES	3,779.67
00415752	FASTSIGNS	OPERATING SUPPLIES	90.46
00415754	FERNANDEZ LOPEZ, KIM ANGEL	CHECK REPLACEMENT	105.00
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	117.46



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
SEPTEMBER 27 - OCTOBER 10, 2024
FUND/CHECK#

00415762	GRANITE CONSTRUCTION CO	EZ STREET	2,178.72
00415773	JACK DOHENY COMPANY	CAMERA REPAIR	368.55
00415779	LOWES COMPANIES INC	BOTTLED WATER	875.56
00415806	RIVERA, DANIEL	EXPENSE REIMBURSEMENT	413.00
00415807	ROADSAFE TRAFFIC SYSTEMS INC	CHECK REPLACEMENT	2,654.13
00415819	TYLER TECHNOLOGIES INC	WATER/ UTILITY SYSTEM FEE	40,216.55
00415824	USA NORTH 811	MARK & LOCATE TICKET FEE	3,680.57
00415826	WECO INDUSTRIES INC	TIGER TAIL- PER VAC	296.35
00949432	GRAINGER INC	SUPPLIES	68.94
00949436	INFOSEND INC	PRINT & MAIL SERVICES	3,522.49
00949445	GRAINGER INC	SCALE	82.07
00949446	INFOSEND INC	PRINT & MAIL	2,194.08
631	Marina Fund		
Marina Administration			
00415603	ASSOCIATION OF MARINA INDUSTRIES	ACCREDITATION APP	250.00
00415616	COMCAST	CONNECTION SERVICES	693.76
00415645	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	1,540.00
00415662	PACIFIC GAS AND ELECTRIC CO	GAS	5,345.13
00415685	ALHAMBRA	SERVICE AT 5 MARINA PLAZA	39.47
00415700	BRADY INDUSTRIES	JANITORIAL SUPPLIES	82.81
00415715	CALIF, STATE OF	USE TAX REMITTANCE	4.10
00415755	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	12.30
00415779	LOWES COMPANIES INC	PAINT FOR SAIL STRUCTURE	325.54
00415800	PEPPER INVESTMENTS INC	MONTHLY SERVICE	375.00
00415814	STEPHANIES AUTO CLEARANCE	BOAT LIEN SALE APPLICATION	175.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: REJECTION OF CLAIM: STEPHAN FOBBS

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Stephan Fobbs.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

ATTACHMENTS

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Scudero, Acting Community Development Director *KS*

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: Second Reading: Ordinance Amending Section 9-5.3843 of the Antioch Municipal Code Regarding Restrictions on the Sale and Transfer of Tobacco and Drug Paraphernalia Retailers (LA2024-0001)

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance making text amendments to Section 9-5.3843 of Article 38 (Land Use Regulations) of Chapter 5 (Zoning) of Title 9 (Planning and Zoning) of the Antioch Municipal Code Relating to Tobacco and Paraphernalia Retailers.

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

On August 8, 2017 the Antioch City Council adopted Ordinance 2125-C-S defining and establishing zoning regulations for Tobacco and Paraphernalia Retailers. The ordinance included a provision that tobacco or drug paraphernalia retailers that were legally established prior to the adoption of the ordinance could not be sold or transferred after January 1, 2023. At its March 28, 2023 regular meeting, the City Council considered comments from the public, including owners of local retail stores, concerning the feasibility and impact of certain restrictions on the sale of tobacco products as well as the restrictions on the sale or transfer of tobacco businesses. The City Council provided direction to staff to bring back an ordinance amendment removing the provision that legally established tobacco and drug paraphernalia retailers could not be sold or transferred after January 1, 2023.

The attached ordinance rescinds the Transfer Restrictions, thereby allowing tobacco retailers and drug paraphernalia retailers to sell or otherwise transfer these businesses, subject to all other applicable laws, and also makes certain additional clarifying changes to Antioch Municipal Code Section 9-5.3843. As part of this process, staff sent notices to all tobacco retailers in the City of Antioch notifying them of the public hearing.

On September 18, 2024, the Antioch Planning Commission held a public hearing regarding the proposed ordinance amendment. Two members of the public spoke in support of removing the transfer restrictions, while also requesting additional restrictions on tobacco retailers be removed. The Chair also read into the record three written public comments in support of the proposed ordinance. Upon close of the public hearing, the Antioch Planning Commission voted 4-2, with one Commissioner absent, to recommend City Council approval of the proposed ordinance amendment.

On October 8, 2024, the Antioch City Council introduced and waived further reading of the ordinance. After discussion, the Council voted 3-0, with one Council member abstaining, and one Council member absent to approve the ordinance.

The adoption of an ordinance requires two separate readings. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage (Gov. Code, § 36937).

ENVIRONMENTAL REVIEW

The proposed Zoning Text Amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the “Common Sense” Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment. The ordinance merely amends the Antioch Municipal Code requirements restricting the sale of tobacco or drug paraphernalia retailers. The Amendments are also exempt under CEQA Guidelines section 15064(e), which exempts purely economic regulations.

ATTACHMENTS

- A. Proposed Ordinance – Redline Version
- B. Proposed Ordinance – Clean Version

ATTACHMENT "A"

ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, AMENDING SECTION 9-5.3843 OF ARTICLE 38 (LAND USE REGULATIONS) OF CHAPTER 5 (ZONING) OF TITLE 9 (PLANNING AND ZONING) OF THE ANTIOCH MUNICIPAL CODE RELATING TO TOBACCO AND PARAPHERNALIA RETAILERS

WHEREAS, as a duly incorporated municipality under the laws of the State of California, the City of Antioch (the "City") is empowered to protect, via its police powers, the public health, morals, and welfare;

WHEREAS, pursuant to its police powers, the City has adopted an ordinance on March 8, 2022 imposing restrictions on certain retail activities related to tobacco and drug paraphernalia retailers ("Tobacco and Paraphernalia Retailer Restrictions Ordinance");

WHEREAS, the Tobacco and Paraphernalia Restrictions Ordinance is codified in Antioch Municipal Code Section 9-5.3843;

WHEREAS, the Tobacco and Paraphernalia Retailer Restrictions Ordinance prohibits, following the effective date of said ordinance, the creation or operation of a tobacco retail business or drug paraphernalia retailer business;

WHEREAS, the Tobacco and Paraphernalia Retailer Restrictions Ordinance permits the continued operation of tobacco retailers and drug paraphernalia retailers lawfully established and operating prior to the effective date of said ordinance as non-conforming uses;

WHEREAS, among other things, the Tobacco and Paraphernalia Retailer Restrictions Ordinance currently prohibits tobacco retailers and paraphernalia retailers operating as nonconforming uses from selling or otherwise transferring their retail business ("Transfer Restrictions");

WHEREAS, at its meeting of March 28, 2023, the City Council considered public comments from tobacco retailers and paraphernalia retailers regarding the impact of the Transfer Restrictions on such retailers, and directed staff to prepare an ordinance rescinding the Transfer Restrictions; and

WHEREAS, at its meeting of September 18, 2024 the Planning Commission of the City adopted a resolution recommending that the City Council adopt this Ordinance rescinding the Transfer Restrictions.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:

Section 1. INCORPORATION OF RECITALS. The foregoing recitals are true, correct, and incorporated by reference as if set forth in full herein.

Section 2. PURPOSE. The purpose of this Ordinance is to rescind the Transfer Restrictions, thereby allowing tobacco retailers and drug paraphernalia retailers to sell or otherwise transfer these businesses, subject to all other applicable laws, and to make certain additional clarifying changes to Antioch Municipal Code Section 9-5.3843.

Section 3. REPEAL AND REPLACEMENT. Title 9, Chapter 5, Article 38, Section 9-5.3843 is hereby repealed in its entirety and replaced with the following:

§ 9-5.3843 TOBACCO AND PARAPHERNALIA RETAILERS.

(A) *Definitions.* For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DRUG PARAPHERNALIA. Drug paraphernalia shall have that definition set forth in Cal. Health and Safety Code § 11364.5, as it may be amended.

DRUG PARAPHERNALIA RETAILER. Any establishment that sells drug paraphernalia as defined herein.

PERSON. Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

~~— **SOLD OR TRANSFERRED.** Any assignment, delegation, designation, sale, or transfer of real property or interests in real property, including but not limited to:~~

~~— (a) A change to the name of the operator on the city business license;~~

~~— (b) A change in the leaseholder of the commercial space;~~

~~— (c) A change to the name listed on any other official government document related to the business.~~

TOBACCO PRODUCT.

(a) 1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

2. Any device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, vaporizer pen, or hookah.

3. Any component, part, or accessory of a tobacco product, whether or not sold separately.

(b) **TOBACCO PRODUCT** does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

TOBACCO RETAILER. Any establishment that sells tobacco products as defined herein.

(B) *Tobacco retailers prohibited.* It is unlawful for any person to cause or permit the creation of, or operation of, a tobacco retailer. The operation of a tobacco retailer shall constitute a public nuisance subject to abatement under this code.

(C) *Drug paraphernalia retailers prohibited.* It is unlawful for any person to cause or permit the creation of, or operation of, a drug paraphernalia retailer business. The operation of a drug paraphernalia retail business shall constitute a public nuisance subject to abatement under this code.

(D) *Nonconforming uses.*

(1) Tobacco retailers or drug paraphernalia retailers lawfully established and operating prior to the effective date of ~~this~~ Ordinance 2125 C-S section may continue to operate as nonconforming uses.

~~—(2) Those tobacco retailers having 20% or more of their floor area devoted to the sale or display of tobacco products or drug paraphernalia retailers are subject to the following additional provisions:~~

~~—(a) The tobacco retailer or drug paraphernalia retailer may be sold and transferred at any point prior to January 1, 2023.~~

~~—(b) From January 1, 2023 onward, the tobacco retailer or drug paraphernalia retailer may not be sold or transferred.~~

(23) All nonconforming tobacco retailers and drug paraphernalia retailers shall comply with state regulations regarding the sale of tobacco products and drug paraphernalia, as these laws may be amended from time to time.

(E) *Exceptions.*

(1) The prohibition described in division (~~CB~~) above shall not apply to the following:

(a) Any pharmacist or other authorized person who sells or furnishes drug paraphernalia upon the prescription of a physician, dentist, podiatrist, or veterinarian as permitted by law.

(b) Any physician, dentist, podiatrist, or veterinarian who furnishes or prescribes drug paraphernalia to his or her patients as permitted by law.

(c) Any manufacturer, wholesaler, or retailer licensed by the Board of Pharmacy to sell or transfer drug paraphernalia as permitted by law.

(2) The prohibitions described in division (B) and (C) above shall not apply to the following:

(~~a~~) Any tobacco retailer or drug paraphernalia retailer operating with a valid use permit issued by the city prior to the effective date of Ordinance 2125-C-S. Consistent with Ordinance 2125-C-S, such tobacco retailer or drug paraphernalia retailer shall continue to be a nonconforming use and subject to all provisions of this section and the Municipal Code.

(~~3~~2) The following business types shall be permitted to sell tobacco products subject to approval of a use permit in zoning districts where such business types are allowed under the Zoning Code:

(a) Convenience stores when ancillary to a gas station and having less than 20% of their sales area devoted to tobacco products.

1. The sale of drug paraphernalia is prohibited.

(b) Retail businesses larger than 5,000 square feet with less than 5% of their sales area devoted to tobacco products.

(c) Notwithstanding (a) or (b) above, a new use permit shall not be issued for a business that is located within 1,000 feet of any school, public park, playground, recreational center, or child care center.

Section 4. CEQA COMPLIANCE. The City Council finds that the adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15064(e), which exempts purely economic regulations.

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, unreasonable, 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 8th day of October 2024, and passed and adopted at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, AMENDING SECTION 9-5.3843 OF ARTICLE 38 (LAND USE REGULATIONS) OF CHAPTER 5 (ZONING) OF TITLE 9 (PLANNING AND ZONING) OF THE ANTIOCH MUNICIPAL CODE RELATING TO TOBACCO AND PARAPHERNALIA RETAILERS

WHEREAS, as a duly incorporated municipality under the laws of the State of California, the City of Antioch (the "City") is empowered to protect, via its police powers, the public health, morals, and welfare;

WHEREAS, pursuant to its police powers, the City has adopted an ordinance on March 8, 2022 imposing restrictions on certain retail activities related to tobacco and drug paraphernalia retailers ("Tobacco and Paraphernalia Retailer Restrictions Ordinance");

WHEREAS, the Tobacco and Paraphernalia Restrictions Ordinance is codified in Antioch Municipal Code Section 9-5.3843;

WHEREAS, the Tobacco and Paraphernalia Retailer Restrictions Ordinance prohibits, following the effective date of said ordinance, the creation or operation of a tobacco retail business or drug paraphernalia retailer business;

WHEREAS, the Tobacco and Paraphernalia Retailer Restrictions Ordinance permits the continued operation of tobacco retailers and drug paraphernalia retailers lawfully established and operating prior to the effective date of said ordinance as non-conforming uses;

WHEREAS, among other things, the Tobacco and Paraphernalia Retailer Restrictions Ordinance currently prohibits tobacco retailers and paraphernalia retailers operating as nonconforming uses from selling or otherwise transferring their retail business ("Transfer Restrictions");

WHEREAS, at its meeting of March 28, 2023, the City Council considered public comments from tobacco retailers and paraphernalia retailers regarding the impact of the Transfer Restrictions on such retailers, and directed staff to prepare an ordinance rescinding the Transfer Restrictions; and

WHEREAS, at its meeting of September 18, 2024 the Planning Commission of the City adopted a resolution recommending that the City Council adopt this Ordinance rescinding the Transfer Restrictions.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:

Section 1. INCORPORATION OF RECITALS. The foregoing recitals are true, correct, and incorporated by reference as if set forth in full herein.

Section 2. PURPOSE. The purpose of this Ordinance is to rescind the Transfer Restrictions, thereby allowing tobacco retailers and drug paraphernalia retailers to sell or otherwise transfer these businesses, subject to all other applicable laws, and to make certain additional clarifying changes to Antioch Municipal Code Section 9-5.3843.

Section 3. REPEAL AND REPLACEMENT. Title 9, Chapter 5, Article 38, Section 9-5.3843 is hereby repealed in its entirety and replaced with the following:

§ 9-5.3843 TOBACCO AND PARAPHERNALIA RETAILERS.

(A) *Definitions.* For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DRUG PARAPHERNALIA. Drug paraphernalia shall have that definition set forth in Cal. Health and Safety Code § 11364.5, as it may be amended.

DRUG PARAPHERNALIA RETAILER. Any establishment that sells drug paraphernalia as defined herein.

PERSON. Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

TOBACCO PRODUCT.

(a) 1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

2. Any device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, vaporizer pen, or hookah.

3. Any component, part, or accessory of a tobacco product, whether or not sold separately.

(b) **TOBACCO PRODUCT** does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

TOBACCO RETAILER. Any establishment that sells tobacco products as defined herein.

(B) *Tobacco retailers prohibited.* It is unlawful for any person to cause or permit the creation of, or operation of, a tobacco retailer. The operation of a tobacco retailer shall constitute a public nuisance subject to abatement under this code.

(C) *Drug paraphernalia retailers prohibited.* It is unlawful for any person to cause or permit the creation of, or operation of, a drug paraphernalia retailer business. The operation of a drug paraphernalia retail business shall constitute a public nuisance subject to abatement under this code.

(D) *Nonconforming uses.*

(1) Tobacco retailers or drug paraphernalia retailers lawfully established and operating prior to the effective date of Ordinance 2125 C-S may continue to operate as nonconforming uses.

(2) All nonconforming tobacco retailers and drug paraphernalia retailers shall comply with state regulations regarding the sale of tobacco products and drug paraphernalia, as these laws may be amended from time to time.

(E) *Exceptions.*

(1) The prohibition described in division (C) above shall not apply to the following:

(a) Any pharmacist or other authorized person who sells or furnishes drug paraphernalia upon the prescription of a physician, dentist, podiatrist, or veterinarian as permitted by law.

(b) Any physician, dentist, podiatrist, or veterinarian who furnishes or prescribes drug paraphernalia to his or her patients as permitted by law.

(c) Any manufacturer, wholesaler, or retailer licensed by the Board of Pharmacy to sell or transfer drug paraphernalia as permitted by law.

(2) The prohibitions described in division (B) and (C) above shall not apply to the following:

(a) Any tobacco retailer or drug paraphernalia retailer operating with a valid use permit issued by the city prior to the effective date of Ordinance 2125-C-S. Consistent with Ordinance 2125-C-S, such tobacco retailer or drug paraphernalia retailer shall continue to be a nonconforming use and subject to all provisions of this section and the Municipal Code.

(3) The following business types shall be permitted to sell tobacco products subject to approval of a use permit in zoning districts where such business types are allowed under the Zoning Code:

(a) Convenience stores when ancillary to a gas station and having less than 20% of their sales area devoted to tobacco products.

1. The sale of drug paraphernalia is prohibited.

(b) Retail businesses larger than 5,000 square feet with less than 5% of their sales area devoted to tobacco products.

Notwithstanding (a) or (b) above, a new use permit shall not be issued for a business that is located within 1,000 feet of any school, public park, playground, recreational center, or childcare center.

Section 4. CEQA COMPLIANCE. The City Council finds that the adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15064(e), which exempts purely economic regulations.

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, unreasonable, 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 8th day of October 2024, and passed and adopted at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Barton, Information Systems Director 

APPROVED BY: Bessie Marie Scott, City Manager 

SUBJECT: Award of a Consulting Services Agreement to SmartWave Technologies LLC in an amount of \$130,000 for a Fully Installed, Serviced, and Managed Wi-Fi System for the City's Downtown Business District

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Awarding of a consulting services agreement to SmartWave Technologies LLC for an amount not to exceed \$130,000 for a downtown Wi-Fi system that will provide a fully installed, serviced, and managed Wi-Fi for the downtown business district including all equipment, installation, configuration, testing and ongoing maintenance and support;
- 2) Authorizing the City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney; and
- 3) Authorizing the City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 American Rescue Plan Act Budget to appropriated \$110,000 of ("ARPA") funds for a downtown Wi-Fi project and has considered re-allocating \$20,000 in ARPA funds from the EBRCS radio purchase to the Wi-Fi project for a total project installation cost budget of \$130,000.

FISCAL IMPACT

City Council previously appropriated \$110,000 of American Rescue Plan Act (ARPA) funds to downtown wi-fi. The allocation was approved for \$60,000 for installation and two years of annual maintenance at \$25,000 each year. However, as the bid price came in at \$130,000, the entire \$110,000 ARPA budget will be used for installation costs. An additional \$20,000 in fiscal year 2024/25 funds needs to be appropriated to agreement.

This may be appropriated by re-allocating \$20,000 from another ARPA-funded project or utilizing the General Fund. ARPA funds must be spent, or under contract to be spent, by December 31, 2024

DISCUSSION

On August 12, 2024, staff solicited a request for proposals through the City's website for the downtown Wi-Fi project. On September 10, 2024, two (2) proposals were received. Based on the content of the proposals, staff determined SmartWave Technologies LLC provides the best value for the Project.

The Project provides free public Wi-Fi to the City's Downtown Business district, comprising the areas from W 3rd Street north to the river front, and spans between I Street and E Street.

Staff is recommending awarding the agreement to SmartWave Technologies LLC, as described in the Draft Consulting Services Agreement attached hereto as Exhibit 1 to the resolution.

Staff is also recommending City Council re-allocate ARPA funds in the amount of \$20,000 from the approved EBRCS radio purchase budget of \$500,000 to this Project, as the radio purchase order was placed and came in under budget, with sufficient funds available to re-allocate to the wi-fi project. The attached resolution includes language approving the re-allocation of ARPA funds.

ATTACHMENTS

A. Resolution

Exhibit 1. Draft Consulting Services Agreement

B. SmartWave Technologies LLC Proposal

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A CONSULTING SERVICES AGREEMENT WITH SMARTWAVE
TECHNOLOGIES LLC IN THE AMOUNT NOT TO EXCEED \$130,000 FOR A DOWNTOWN
WI-FI SYSTEM AND AUTHORIZING THE NECESSARY FISCAL YEAR 2024/25 BUDGET
ADJUSTMENT**

WHEREAS, on August 12, 2024, the City solicited a request for proposals through the City's website for Downtown Wi-Fi, which is a project that will provide a fully installed, serviced, and managed Wi-Fi system for the downtown business district including all equipment, installation, configuration, testing and ongoing maintenance and support;

WHEREAS, on September 10, 2024, the City received two (2) proposals in response to its request for proposals for Downtown Wi-Fi;

WHEREAS, the Downtown Wi-Fi system will provide free public Wi-Fi to the City's downtown business district, which includes the areas from West 3rd Street north to the river front, and spanning between I Street and E Street;

WHEREAS, the City Council of the City of Antioch previously appropriated \$110,000 of American Rescue Plan Act ("ARPA") funds for a downtown Wi-Fi project and has considered re-allocating \$20,000 in ARPA funds from the EBRCS radio purchase to the Wi-Fi project for a total project installation cost budget of \$130,000; and

WHEREAS, based on the City's review of two proposals received, staff recommends to awarding a Consultant Services Agreement to SmartWave Technologies LLC for the Downtown Wi-Fi system because it provides the best value to the City.

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

- 1) Awarding of a consulting services agreement to SmartWave Technologies LLC for an amount not to exceed \$130,000 for a downtown Wi-Fi system that will provide a fully installed, serviced, and managed Wi-Fi for the downtown business district including all equipment, installation, configuration, testing and ongoing maintenance and support;
- 2) Authorizing the City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney; and
- 3) Authorizing the City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 American Rescue Plan Act Budget to appropriated \$110,000 of ("ARPA") funds for a downtown Wi-Fi project and has considered re-allocating \$20,000 in ARPA funds from the EBRCS radio purchase to the Wi-Fi project for a total project installation cost budget of \$130,000.

RESOLUTION NO. 2024/**

October 22, 2024

Page Two

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 October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
SMARTWAVE TECHNOLOGIES LLC**

THIS AGREEMENT ("**Agreement**") is made and entered into this 1st day of November 2024 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and **SmartWave Technologies LLC** with its principle place of business at 2662 Holcomb Bridge Rd, Suite 340, Alpharetta, GA 30022 ("**Consultant**") as of **September 10, 2024**. City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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 attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). 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 Effective Date and shall end on November 1, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the Services 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, under 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 **\$130,000** notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City

to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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, 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.

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

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

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

2.6 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. If Consultant's services include 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. 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 to Consultant 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 performance of the Consultant's services or 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 Section 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 Services.

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 Section 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 only for cause 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 satisfactorily 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 the term of this Agreement beyond that provided for in Section 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's 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 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.

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 Section 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 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 Alan Barton ("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:

SmartWave Technologies LLC
Attn: Caroline Brown
2662 Holcomb Bridge Rd, Suite 340
Alpharetta, GA 30022

Any written notice to City shall be sent to:

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

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Bessie Marie Scott, City Manager

CONSULTANT:

SMARTWAVE TECHNOLOGIES LLC

By:_____

Name:_____

Title: _____

Attest:

Elizabeth Householder
City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

[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
SCOPE OF WORK



City of Antioch Downtown Wi-Fi



SmartWAVE Technologies LLC
2662 Holcomb Bridge Rd, Suite 340
Alpharetta, GA 30022

September 10, 2024



Restriction on Disclosure and Use of Data

The information contained herein is confidential and proprietary to SmartWAVE Technologies LLC. By accepting this document, Client agrees to use such materials and information solely for the purpose of evaluation and to hold such documents and information confidential and except as required by law, not to disclose them to any other person.

Contact Information:

Caroline Brown
Head of Marketing Business Development

SmartWave Technologies LLC
2662 Holcomb Bridge Rd, Suite 340
Alpharetta, GA 30022
678-983-3918
caroline.brown@smartwave.us

Catch the **WAVE**!





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SECTION 1 – COVER LETTER

SmartWAVE Technologies (SmartWAVE) is a leading “wireless” centric systems integrator that provides the planning, design, installation and management of wireless networks, along with the unique applications that these networks support. We cater to the Smart City, Education, Healthcare and Enterprise markets, with an operating legacy of over 15 years. As a privately held organization, we have the ability to adjust more quickly and efficiently with market changes and the needs of our customers.

SmartWAVE was founded in 2007 as a Firm primarily targeting wireless solutions to Municipal Governments. Since our founding we’ve expanded to include marquee customer relationships in Education, Healthcare and the Enterprise Markets. As these wireless networks have evolved, our skillsets and product offerings have evolved to include the ever-changing Internet of Things (IoT). If you are looking for the Expertise required to deploy the network and applications throughout your Enterprise, a Campus, a City, or even a Small Country, our resources have the experience, capabilities and passion for delivery.

SmartWAVE is headquartered in Alpharetta Georgia, with regional offices in San Jose California, McAllen Texas, Tucson Arizona, and Omaha Nebraska.

SmartWAVE is assigning resources from our San Jose office. These resources have been engaged in providing these exact services to numerous other cities in California. Additional detail and experience of these resources are provided later in this proposal.

Contact Information

We appreciate this opportunity to work with the City Antioch in this project. We are confident in our abilities to deliver through our experience and our proven methodology for a successful deployment. These unmatched qualities will be beneficial to Antioch in not only identifying and eliminating items that introduce risks to the project budget and project timeline, but also provide the project team with the necessary information to set the expectations for success. It is our goal to make this opportunity another award-winning network.

If you have any questions regarding this document, or the content herein, please don’t hesitate to contact Al Brown at 404-731-9580 or al.brown@smartwave.us. Thank you for your consideration!

Al Brown – Chief Executive Officer





SECTION 2 – INTRODUCTION

About the Project

We understand that the City of Antioch is interested in a downtown WiFi network with the goal to enhance the economic landscape, as well as enable commerce, education and access information in general. Within the proposal you will see SmartWAVE's ability to help the City build out a wireless infrastructure to promote a better connected community and be more agile in interactions between residents, visitors and businesses.

We have reviewed the proposal and understand the City of Antioch is in search of a firm that can provide to provide a turn-key, fully serviced managed wi-fi program for the downtown core business district. The system will include all equipment, installation, configuration, testing and ongoing maintenance and support. Within the proposal SmartWAVE will include a project plan and schedule for the City of Antioch.

Why We are Uniquely Qualified

As you review this response, you will find that this document provides a solution using equipment from leading manufacturers, implemented through a leading wireless centric professional services firm. There is a wealth of information within this document, with extensive detail provided, which is why we felt we should sum up the highlights and advantages of our response in the following bullets:

Experience + Execution + Process = Award Winning Networks

Key Advantages in selecting SmartWAVE include:

- Project Risk Mitigation – We have been there and done that. Municipal wireless project sizes range from 10 nodes to 5000+ nodes. Expectation setting is one of our key attributes.
- Proven Methodology – As you will see later in this proposal, our methodology is proven in deploying similar WiFi networks since our founding in 2007
- Proven Solution – We have successfully designed and implemented Ruckus outdoor WiFi solutions for municipalities throughout the United States. In meeting our client's specific goals, these Access Points (APs) have been installed on Traffic Signals, Street Lights, Decorative Lights, Buildings, Towers and other city owned assets.
- Focus – Unlike our competitors, we are truly a Wireless "centric" company, focused on the full suite of wireless network services and application solutions
- History - Proven history of successful wireless-based solutions improving public safety and public services, saving taxpayer dollars and enhancing the services to the community



- Experience – Extensive experienced with LTE, Wi-Fi, Microwave, Millimeter Wave, Point to Point and Point to Multipoint Technologies, Mesh Technologies, Licensed and Unlicensed Networks. We take a hardware, software and technology agnostic approach to enhancing our client's networks.
- Partner – In choosing SmartWAVE for this project, you have a Partner that can add value to all of your wireless projects, regardless of wireless technology
- Investment - Investment in Toolsets, Training and a Proven Methodology. We've invested over \$100K in software licenses so we can model indoor and outdoor Wi-Fi networks, in addition to the training for our Engineers to "cut clutter" and create the data sets required to use the tool. This commitment of expense alone is a key differentiator in our success with outdoor Wi-Fi networks versus our competition.
- Reputation – The market recognizes us as a top Smart City Solutions Provider because of our experience in deploying projects similar to this one:
https://smartcity.cioreview.com/vendor/2018/smartwave_technologies
https://wireless.cioreview.com/vendor/2022/smartwave_technologies
<https://www.cioreview.com/smartwave-technologies>
- Award Winning and Market First - Decades of proven experience designing and deploying complex outdoor wireless networks, with a Solid Resume, and capabilities, to include:
 - Wickedly Fast WiFi in San Jose, providing a Capital of the Silicon Valley Experience
 - Smart City application deployments to support Parking, Transportation, Public Safety, Utility Services and other Departments
 - Citywide WiFi Deployments for Santa Monica to include the Parks and the Santa Monica Pier
 - Wireless Video to enhance Community Redevelopment and Public Safety in South Central LA
 - **5 Largest Municipal Owned Community Broadband Networks**

Preliminary Design Proposed

Products Proposed

As a result of our extensive expertise in deploying similar networks throughout California, and the United States, and in compliance with the RFP requirements, we are proposing the T350 outdoor access point (AP) with the latest Wi-Fi 6 (802.11 ax) technology. Available with either internal omni-directional antennas or internal high-gain directional antenna models, the T350 Series uses patented Ruckus antenna optimization and interference mitigation technologies to improve throughput, connection reliability, and deliver industry-leading Wi-Fi 6 performance to



every connected client. At the same time, the T350 Series is designed for fast, simple installation with an ultra-lightweight, low profile, IP-67 rated enclosure that can stand up to the most challenging outdoor environments.

Because the antennas are located within the housing of the access points, they take up less surface area, are more aesthetically pleasing and have less impact on the structural integrity of the building asset they are installed on.

The T350 outdoor access point also has built-in IoT radios with onboard BLE and Zigbee capabilities. In addition, the T350 is a converged access point that allows customers to seamlessly integrate any new wireless technologies with the pluggable IoT module into the USB port on the access point.



In summary:

- Small Form Footprint – Essential in deflection of wind load to protect the integrity of City assets, as well as more aesthetically pleasing with the ability to blend into the structure
- High Density Support – the APs can support connectivity for over 500 simultaneous client devices, making this ideal for serving WiFi for festivals, concerts and other events that may take place downtown. Competitive products can only support ½ the clients.
- Variety of Options for Power – the APs can support a variety of options for power to include POE, photocell power, and AC power. These options are essential when APs are installed on city structures to include buildings, traffic signals and street lights. Most competitive solutions only support POE power.

Preliminary AP Placement Map

The following is a preliminary AP placement map showing proposed AP locations in the Phase 1 and Phase 2 Areas. If the City decides to proceed with Phase 2, we believe we can easily connect the additional area through a Point to Multipoint Network as shown in the following diagram. Of course, we reserve the right to modify the proposed design upon completion of the Site Survey and Design Phase of the project, to include a better understanding of access and restrictions to city-owned assets.



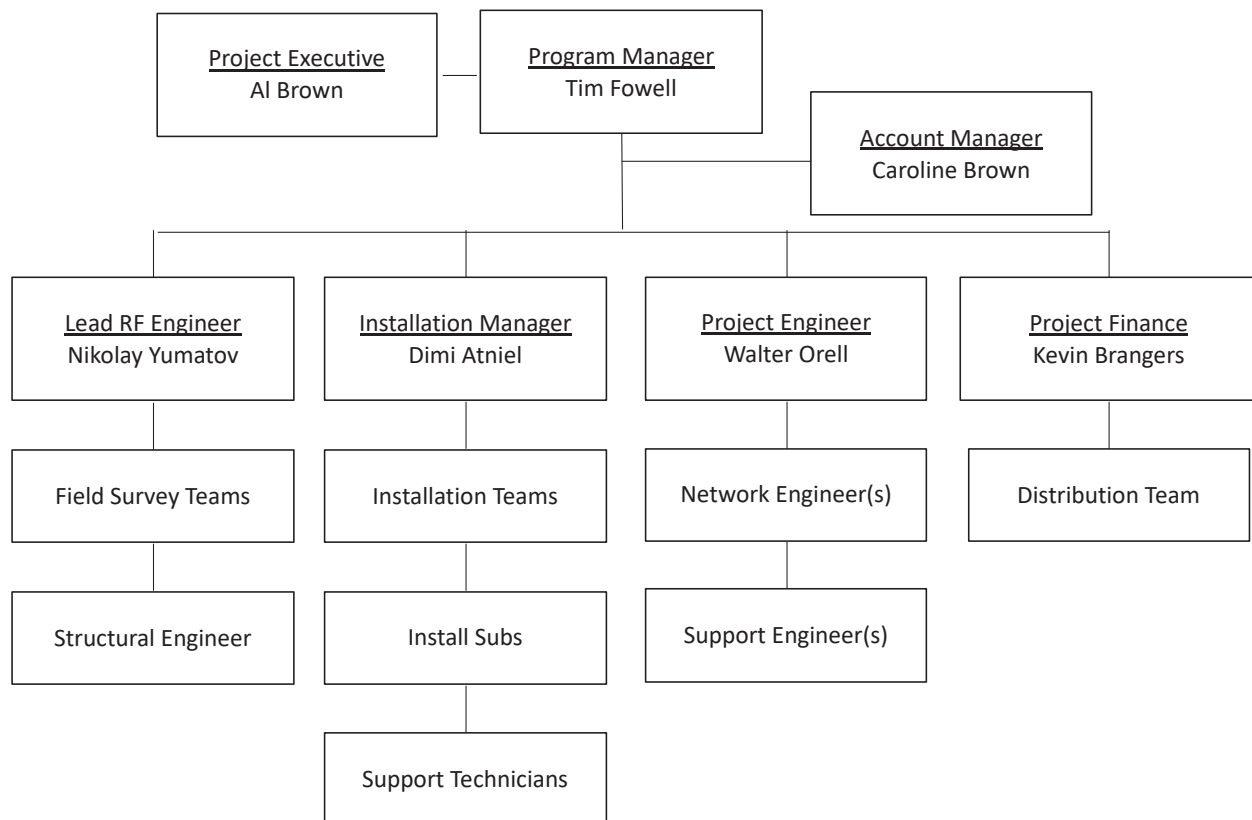


SECTION 3 – PROJECT MANAGER AND CONSULTANT TEAM

Project Organizational Chart

The SmartWAVE staffing approach recognizes the need for coordination and continuity, combined with the need for unique project planning and technical design skills. We believe the proposed project team will provide the project guidance necessary and create a smooth transition through various project milestones and tasks as required.

Unique to SmartWAVE, the team that we are proposing for this opportunity has been involved in the planning, design, deployment and management of the 3 largest municipally owned outdoor WiFi infrastructures in California in San Jose, Oakland and the County of San Mateo. This team also manages over 7,000 indoor WiFi APs for municipalities in California.



NOTE: Installation Technicians may also include subcontractors. SmartWAVE will finalize subcontractors upon award of the project.

Project Staff Roles and Responsibilities

Al Brown – Project Executive – Al will provide project executive leadership with a primary focus on contract management, overall quality assurance of resources assigned and partners



engagement, customer satisfaction and provide consulting services for strategic wireless initiatives for the client.

Tim Fowell – Program Manager – Tim will provide program management functions required to track and communicate status of project tasks, lead the effort for project documentation, and will work with the Client’s team on project planning efforts. The Program Manager will be responsible for aligning SmartWAVE’s resources and business partners to ensure processes are developed to provide for seamless interaction of all parties involved in the implementation efforts.

Walter Orell - Project Engineer – Walter will lead all pre-sales technical efforts for the project, and then transitions as the lead Technical resource for the Project through its duration. This ensures technical expectations are appropriately set and managed to provide the client with a sound understanding and appreciation for project success. The Project Engineer will also provide quality assurance to the project, but his primary focus will be assuring technical adherence to specifications, and the designs are created to provide for cost effective implementations.

Nikolay Yumatov – Lead RF Engineer – Nikolay will lead the development of the RF Network Architecture for this deployment. He will work with the Project Engineer to collect mounting assets information, data requirements, GIS information and other information used to qualify the RF environment. The Lead RF Engineer will develop the propagation model and initial Wireless Network Architecture. Upon completion of Field Site Surveys, he will lead the efforts to calibrate the model based on findings and make or propose design changes as a result of findings. He will also be available to Field Resources during Site Survey and Installation as a Technical Resource, providing RF Expertise and support to the Project Engineer.

Dimi Atniel – Installation Manager – Dimi will lead the efforts of the project installation team to include subcontractors, as required. He will work with the County assigned resource to coordinate access to installation locations, schedule resources for installation efforts, and report daily tasks status to the Program Management team.

Caroline Brown – Account Manager – Caroline will provide daily account management to include managing project requests for services, project price quotes, coordination of pre-sales resources for potential project consideration, quality assurance and customer satisfaction.

Kevin Brangers – Project Finance – Kevin and his team will insure contract compliance for pricing of services, perform invoicing and collection activities, work with manufacturers and distribution partners on sourcing of equipment, and provide updates to the Program Manager on equipment delivery status.



Project Staff Experience

Al Brown – Project Executive – Al will provide project executive leadership with a primary focus on account management, contract management, overall quality assurance and customer satisfaction.

Experience - Al is President and CEO of SmartWAVE. In this role, he leads the company's growth, business strategy and position as an emerging market leader in providing innovative wireless networks and solutions. He is a key contributor in working with cities on Wireless Broadband Deployments to include the projects with Oakland, San Jose, and County of San Mateo. His responsibilities include P&L reviews, development of cost models, business plans and term sheets, identification of skill sets, and recruitment and management of team members. He is also responsible for leading negotiations for credit lines and facilities with distributors, manufacturers and financial institutions to support growth of SmartWAVE and their markets.

Al recently presented to the WiFi World Congress on Digital Divide programs. Al has been published in trade magazines regarding the deployment of wireless networking architectures. Al has also given a number of presentations on wireless technologies and deployments and is often asked to participate in wireless workshops with local government entities, to include numerous presentations to City and County Managers and CIOs on the best practices for building Community Wireless Broadband networks to urban markets where communities can't afford connectivity.

Al founded SmartWAVE in March of 2007 and has been engaged in the wireless industry since 1997. Previous corporate experience includes WFI, EDS and IBM Global Services. He received a Bachelor of Science in Mathematical Sciences from Clemson University. Al was also a graduate of the EDS Systems Engineering Development program and the Executive Consulting Institute at IBM Global Services.

Tim Fowell – Program Manager – Tim will provide program/project management functions required to track and communicate status of project tasks, lead the effort for project documentation, and will work with the Client's team on project planning efforts. The Program Manager will be responsible for aligning SmartWAVE's resources and business partners to ensure processes are developed to provide for seamless interaction of all parties involved in the implementation efforts.

Experience - Tim is the COO for the SmartWAVE where he provides the coordination, tasks management, and communications in the design and deployment of modern wireless networks and applications. Tim is well-versed on a variety of Project Techniques and tools. His methodical approach to project deployments provides for project controls meeting or exceeding customer expectations, with a focus on financial and quality controls. His writing skills are spectacular and provide for granular communication for tasks planned, tasks completed, items for management attention, and items for management action. His commitment to success of the team will ensure this project is destined for success.



Tim has been a part of the SmartWAVE team since our founding in 2007. He has been involved in a number of the Community Wireless Broadband projects in California to include Oakland, the County of San Mateo, San Jose, Pleasanton, Mountain View, Redwood City, Dublin and a number of other cities. He has extensive experience with and holds a variety of training certificates to include Tarana, Celona, Ruckus, Mimosa, Cambium and Siklu, among other wireless products.

Walter Orell - Project Engineer – Walter will lead all pre-sales technical efforts for the project, and then transition as the lead Technical resource for the Project through its duration. This ensures technical expectations are appropriately set and managed to provide the client with a sound understanding and appreciation for project success. The Project Engineer will also provide quality assurance to the project, but his primary focus will be assuring technical adherence to specifications, and the designs are created to provide for cost effective implementations.

Experience - Walter is the Executive Vice President of Engineering for SmartWAVE and is a key participant in most of the higher profile IT opportunities that SmartWAVE is involved in. Recent projects experiences include network engineering and design work for the OakWiFi project with Oakland, the Access Eastside projects with San Jose, along with network engineering and design work for the County of San Mateo, City of Mountain View, City of Dublin, City of Pleasanton, City of Hayward, City of Tucson, and City of Austin. Past experience includes being the Project Engineer for the Community WiFi network for Council Bluffs, Lead Network Engineer for the Hidalgo County WiFi Deployment (largest mesh WiFi network in the US), Lead Network Engineer for the Google Mesh Network in Mountain View, the Cambium Terragraph millimeter wave deployment in San Jose and support for a variety of other Mesh, Private LTE/CBRS, Massive MIMO Point to Multipoint, and Point to Point wireless networks that SmartWAVE has deployed. He has worked with and supported a variety of municipal applications within these projects to include Public Works, Transportation, Police, Fire and Information Services.

Walter is Ruckus WISE Certified, and also certified on a variety of wireless technologies including Tarana, Mimosa, Cambium, Siklu, Celona, Nokia, Cisco and Meraki. Walter holds a Cisco CCNA certification and has experience configuring, auditing Cisco WiSM and WCS Controllers, along with Routers, switches and other peripheral devices. He is also trained on a variety of Video Surveillance platforms.

Nikolay Yumatov – Lead RF Engineer – Nikolay will lead the development of the RF Network Architecture for this deployment. Nikolay has provided design services for Tarana Networks covering over 100,000 subscribers. He will work with the Project Engineer to collect mounting asset information, data requirements, GIS information and other information used to qualify the RF environment. The Lead RF Engineer will develop the propagation model and initial Wireless Network Architecture. Upon completion of Field Site Surveys, he will lead the efforts to calibrate the model based on findings and make or propose design changes as a result of findings. He will also be available to Field Resources during Site Survey and Installation as a Technical Resource, providing RF Expertise and support to the Project Engineer.



Experience - Nikolay is the Principal RF Engineer at SmartWAVE and is involved in many of the higher profile wireless opportunities that SmartWAVE is involved in. Recent projects experiences include propagation modeling and design work for OakWiFi in Oakland, Access Eastside in San Jose, Community WiFi networks for the County of San Mateo, along with modeling and design work for the City of Mountain View, City of Dublin, City of Pleasanton, City of Hayward, City of South San Francisco, and City of Richmond. Past experience includes being Lead RF Engineer for the Wickedly Fast WiFi network in San Jose, performing an RF Feasibility study for a wireless mesh network for Microsoft, Lead RF Engineer for the Google Mesh Network in Mountain View, and various network modeling and RF design work for other municipal entities. Nikolay is a CBRS Certified Professional Installer (CPI) and experienced with a number of other CBRS offerings, LTE, Mesh, Millimeter Wave, Massive MIMO, Point to Multipoint, and Point to Point technologies. He has manufacturer training with Tarana, Mimosa, Cambium, Siklu, Celona, Nokia, Cisco, SIAE, Proxim, Ceragon, and Ruckus. He is well versed on a number of engineering tools and propagation software tools and is often the “preferred” request by our clients requiring complex wireless network design, such as Cisco Professional Services. He has worked with and supported a variety of municipal applications within these projects to include Public Works, Transportation, Police, Fire and Information Services.

Nikolay is experienced with a variety of RF Tools including Sunset T10, Sunset E20, AM8e, FIREBERD 6000, Oscilloscopes, Agilent HP 8563e Spectrum Analyzer, Anritsu MS2721a Spectrum Analyzer, AirMagnet Mobile Suite, VSWR meter, RF power meter, TV vector scope, PAL\SECAM signal generator. He is also proficient in the following software required for Network Architecture services: EDX SignalPro, PathLoss 4, Motorola LAN planer, Motorola MESH planer, MapInfo Professional 8.5, ArcGIS 9.1, Adobe Photoshop CS2, AutoCAD2007, Globalmapper, SATmaster PRO MK 6.5, Intelsat LST 5, MathCAD 14, MS Visio, LabView, MS Word, MS Excel, MS Access, MS Outlook. Google SketchUp, Google Earth Pro. Nikolay graduated with Honors with a MSEE from Penza State University.

Dimi Atniel – Installation Manager – Dimi will provide installation management functions required to communicate daily task success and challenges, reporting progress to the program management office, tracking daily tasks accomplishments, items for escalation, and resource forecasts.

Experience - Dimi leads all project teams for the SmartWAVE California offices where he provides the coordination, tasks management, and assignment of project resources. Dimi is well-versed on a variety of Project Techniques and tools. His communication with local project teams to understand success and challenges associated daily project tasks is critical to program delivery at the field level. His commitment to success of the team will ensure this project is destined for success.

Dimi has been a part of the SmartWAVE team since 2014. He supports all project initiatives in California to include major project deployments for Community Wireless Broadband projects in Oakland, the County of San Mateo, San Jose, Pleasanton, Mountain View, Redwood City, Dublin



and a number of other cities. He has extensive experience with and holds a variety of training certificates to include Ruckus, Mimosa, Cambium and Siklu, among other wireless products.

Caroline Brown – Account Manager – Caroline will lead Account Management services for this project. Caroline has been with SmartWAVE since 2020 serving in a variety of roles to include sales, marketing, and installation support. She leads the sales efforts for the Southern California Smart City Market and the Multi-Family WiFi Residential market nationwide. She is well respected by her peers in the WiFi industry to include manufacturers and distribution partners, is actively involved in NMHC Women and IMN Women Groups in the Multifamily market, and has presented on wireless technologies in a variety of regional and national trade shows relating to WiFi solutions for Smart Cities and the Multifamily Markets.

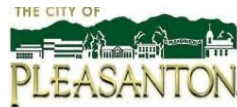


SECTION 4 – RELATED EXPERIENCE AND REFERENCES

Prior Experience

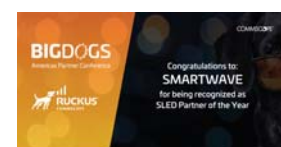
SmartWAVE has been providing similar services to Municipal Governments since our founding in 2007 (15 Years). A sample of Smart Cities where we have provided similar WiFi design and implementation solutions for public access in California include:

- Santa Monica CA
- San Jose CA
- San Leandro CA
- San Mateo County CA
- South San Francisco CA
- Daly City CA
- Dublin CA
- Pleasanton CA
- Mountain View CA
- Ontario CA
- Richmond CA
- Visalia CA
- Livermore CA
- Berkeley CA
- Hayward CA
- Redwood City CA



In concert with our unique skillsets and experience, our experience with the products proposed is unmatched in the industry:

- Ruckus Channel Advisory Council Member – 2009 through Current
- Ruckus Customer Support Inaugural Council - 2010
- 2011, 2013, 2014 and 2022 Partner of the Year Recipient
- Smart City and Public High Density Venue Specialty Partner
- Ruckus Elite Partner
- Ruckus CBRS/LTE Specialty Certification
- Largest Ruckus Wireless Municipal Deployments in the U.S.





As a result of the aforementioned, and unmatched levels of involvement with Ruckus Wireless, we have tremendous CxO relationships throughout Ruckus, which will provide tremendous value to the City for additional support, if required, for Engineering, Operations, and Marketing.

References for Similar Projects

Project Name: Community WiFi Services

Owner: County of San Mateo

Project Overview: Planning, design, installation and post installation support for the County's Community WiFi Initiative. SmartWAVE has provided these services since 2014, implementing a number of rural communities in the County, Community Centers, Parks and other public locations. Wireless projects have included indoor and outdoor WiFi solutions, Point to Point solutions and Point to Multipoint solutions. This network serves approximately 44,000+. All projects have been completed on time and within budget.

Project Name: Wireless Network Services

Owner: City of San Jose

Project Overview: Planning, design, installation and post installation support for all of the City's wireless infrastructure, including WickedlyFastWiFi downtown, Community Centers, in the Airport and in the Convention Center. Wireless infrastructure includes all City owned facilities to include 60 Community Centers, City Hall, Public Works, Waste Water Treatment Plant, Police facilities, Fire facilities and all other city buildings. Wireless technologies include Ruckus WiFi, Mimosa Point to Multipoint, and Mimosa and SAF Licensed and Unlicensed Microwave. The networks serve over 100,000 unique clients per month. All projects have been completed on time and within budget.

Project Name: Wireless Network Services

Owner: City of San Leandro

Project Overview: Planning, design, installation and support for the City's WiFi infrastructure to include connectivity throughout City Hall, Police Department, Library and community access for Downtown WiFi at Pelton Plaza, and other public access locations. The network deployment includes the deployment of indoor and outdoor WiFi Access Points, and Point to Point and Point to Multipoint equipment for backhaul to service



park WiFi locations. Equipment is installed on City Buildings, Street Lights, and Traffic Signals throughout the coverage area.

Implementation Approach

SmartWAVE takes a methodical approach in designing wireless network infrastructures. This section provides an overview of the Statement of Work necessary to successfully complete this project.

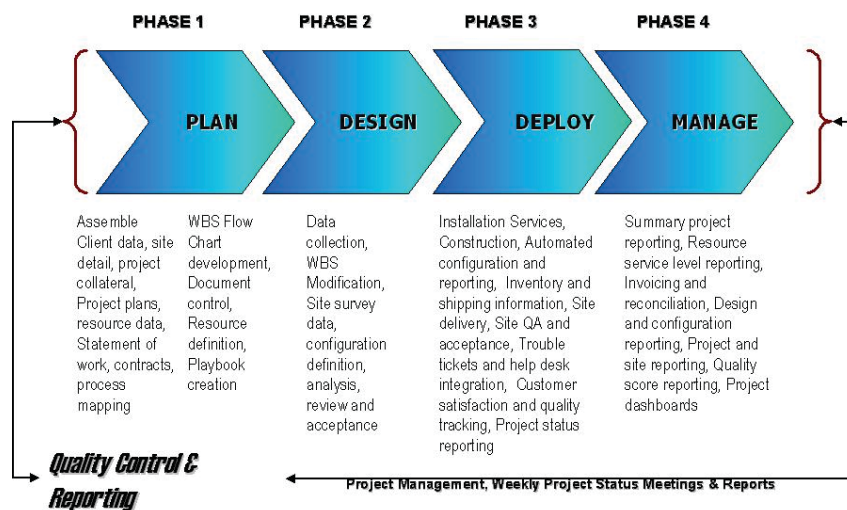


Figure 1. SmartWAVE Methodology

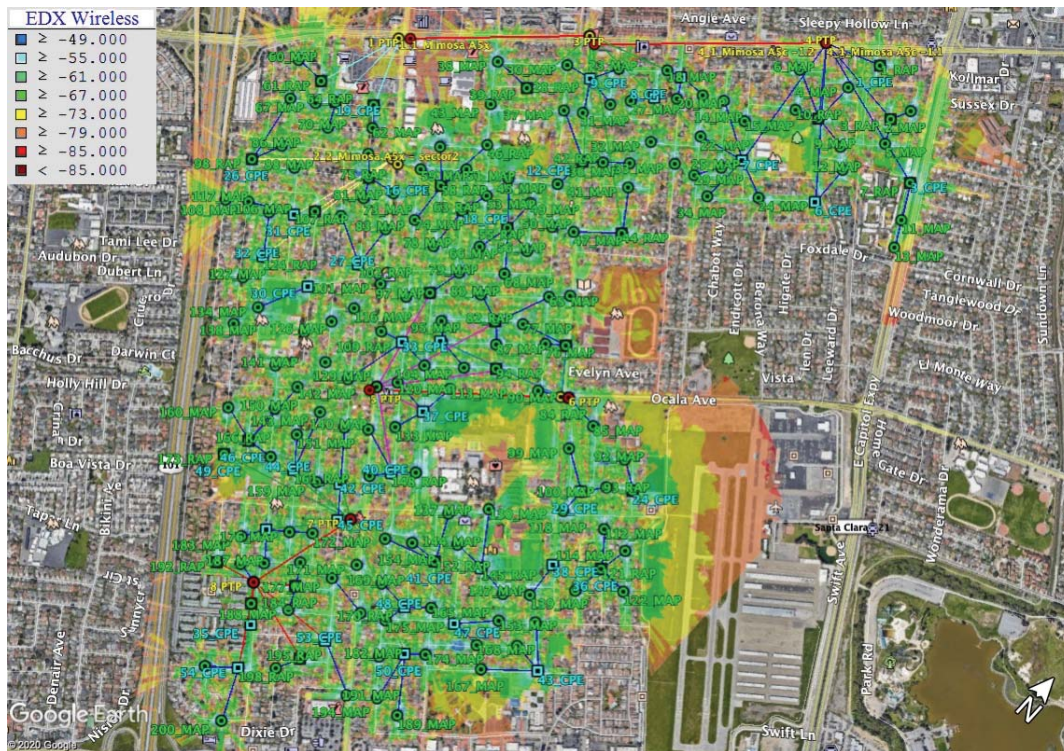
Network Planning Phase

The purpose of this phase is to better understand the area, requirements, and determine the components and architecture of the network. Based on boundaries, general coverage and capacity requirements, redundancy requirements, device type, fiber location information, and any other asset agreements provided by customer, SmartWAVE will perform the following work:

- Gather Building, GIS and land use data and generate estimated number of nodes based on provided information and general area types
- Cut Clutter to depict RF Environment obstacles for outdoor radio locations
- Utilize tools-based software analysis to identify:
 - Potential issues with Backhaul/Capacity Injection
 - Topology, trees, and building/housing coverage issues
 - Potential mounting assets required to meet general coverage area requirements
 - Potential access coverage/exclusion area issues

- Create a preliminary high level design document containing:
 - Network requirements
 - AP estimates from LiDAR and other information collected
 - Preliminary BOM for materials required
 - Radio and antenna mounting recommendations
- Provide predictive model for coverage, identifying ingress/egress points, and exclusion areas

Network Design Phase



NOTE: The above is a sample propagation model for a coverage area consisting of 200 Mesh Access Points.

The purpose of this phase is to validate the network architecture developed during the Planning Phase and collect data regarding mounting assets and locations. During this stage, SmartWAVE will perform the following work:

- Perform requested site surveys to validate selection of mounting assets, and issues with assets (e.g. power), no assets available, and interference problems.
- Conduct basic analysis of access coverage, backhaul/capacity links, redundancy, and hop counts
- Identify and document mounting solutions at each surveyed location



- Conduct an RF sweep at each AP location
- Conduct an RF drive sweep of the coverage area

Design Phase Deliverables

Upon completion of the Wireless Network Planning and Design Phases, SmartWAVE will provide the necessary documentation required to begin the configuration, commissioning and deployment of the network. Deliverables will include the following:

- Create Survey and Design Document
- Create updated BOM and Cost Estimate for Implementation
- Identify Customer Network Requirements
- Define basic network configurations for nodes plus identify any site/node specific parameters
- Create configuration spreadsheet with design information
- Conduct as-needed design review meetings and provide document updates as needed

Installation Phase



Upon completion of review of the design phase, SmartWAVE will work with the Client to deploy the wireless network. During this phase, SmartWAVE will provide the following services:

- Configure and test Management Platform
- Configure and test all wired and wireless radio equipment included in the bill of materials
- Install all mounting hardware for radio equipment
- Install and align all directional antennas
- Install grounding wire to existing ground source, surge protection and weatherproof connectors on outdoor radio equipment with external antennas
- Move wireless equipment to production
- Perform post installation point coverage tests for radio service areas
- Document the final implementation

Installation Phase Deliverables



- As-built documentation of installed network to include all outdoor wireless radio equipment
- As-built design document to include heat map of final installation
- Provide an AP Inventory to include Serial Numbers and MAC Addresses
- Develop operational turnover documentation to transition the installed network to Maintenance and Support

Certifications

C-7 Electrical Contractors License



Cisco Certifications



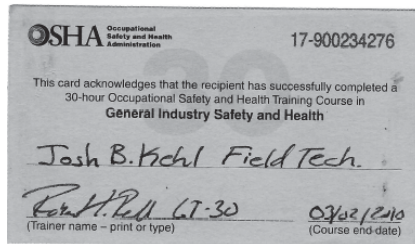
CWNA Certifications





IMSA and OSHA Workzone Safety Certifications

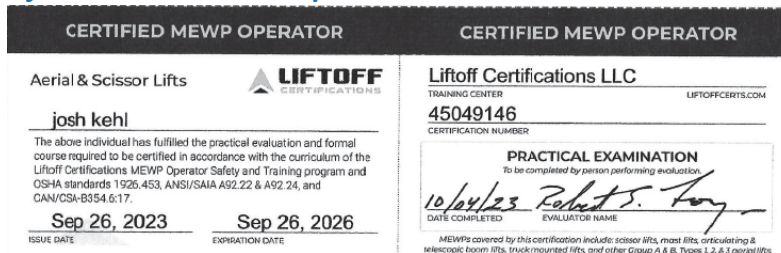
OSHA



Comtrain Tower Climb Certification



Lift and Bucket Truck Operator Licenses



DIR Information

dir Department of Industrial Relations
STATE OF CALIFORNIA

**APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION**

Registration Information

Type: Public Works
Period: 07/01/2022 06/30/2023

Contractor Information

Contractor Name: SMART WAVE TECHNOLOGIES LLC
Trade Name:
License Type Number: 1000032245

Ruckus Certificates





SECTION 5 – FEE SCHEDULE

Phase 1 WiFi Estimate

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
PTP/PTMP Equipment				
Point-to-MultiPoint Base Station; 4.9 - 6.2 GHz 14 dBi 802.11ac 4x4 MU-MIMO OFDM up to 256 QAM Wi-Fi Quad panel; IP67 rated	A5c-EF	2	ea	\$687.00
5GHz Symmetrical Horn Carrier Class 30"	HG3-CC-S30	4	ea	\$307.00
Astro-Brac Stellar Clamp Kit, Tennon Mount, Fits 1.9" to 4.5" OD, Alum	SW-AS-3010-PNC	2	ea	\$119.00
CPE - 4.9 - 6.2 GHz; 20 dBi; 802.11ac 2x2 MU-MIMO Wi-Fi CPE; 500Mbps + aggregated IP Throughput	C5x-IP67	4	ea	\$136.00
4.9-6.4GHz 250mm Dish Ant. for CPE	N5-X20-2	2	ea	\$80.00
Surge Protection Unit for CPE	NID	4	ea	\$17.00
Pole/Wall Mount Equip for CPE	FlexmountXL	4	ea	\$12.00
WiFi Materials				
Ruckus WiFi Equipment				
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	16	ea	\$65.00
RUCKUS AI three-year subscription for one SmartZone-managed AP or ICX switch	CLD-ANAP-3001	16	ea	\$88.00
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LIMAN)	L09-0001-SCIW	16	ea	\$10.00
Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C Operating Temperature	901-T350-XX40	8	ea	\$906.00
Ruckus T350se, sectorized 120 degree internal antenna, external antenna ports, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C	901-T350-XX51	8	ea	\$969.00
Mounting Kit for T-Series APs	902-0125-0000	16	ea	\$117.00
Switches and Install Materials				
Router, 7x Gigabit Ethernet ports, 1x 2.5 Gigabit Ethernet, 10G SFP+, 1GB of RAM, 1GB NAND, modern quad-core CPU, 9 (!) powering options, durable IP66 waterproof enclosure.	RB5009UPr+S+OUT	1	EA	\$399.00
12-Port 2.5 Gigabit Outdoor Managed 802.bt L2+ PoE Switch with, 8 2.5Gb PoE Ports, 4 10 Gigabit SFP+ Fiber Uplink Ports, up to 90W per PoE Port, 400W Total	LPS10868ATMP-T1	2	EA	\$1,793.00
10GBASE-LR SFP+ 1310nm 10km Duplex LC SMF DOM Optical Transceiver Module	FS11555	2	EA	\$270.00
Outdoor Rated 2-Port IP67 DC Passive Gigabit Switch with Surge Suppressor, 65W, 48V, Surge Protection Power clamp voltage: 6KV	PIS2000-65	4	ea	\$281.00
Mast/Pole Mount Kit, MMK0001-XS for PIS2030/2060/2095	MMK0001-XS	4	ea	\$32.00
Photocell Power Tap, 7 Pin, ANSI C136.41 Compatible Access to 120 Volt. 20' cable, stripped ends	SW-5771-20-1	4	ea	\$201.00
48V DC 20W, Continuous On POE Streetlight Power Tap Adapter 105-130 VAC Input, RJ45 Connector	FP287A-120-ACN-A	4	ea	\$323.00
Non-penetrating SLED Mount, 8ft Mast, 34"x40" Base, Protective Mat, Blocks, etc	SWB3-237x8-R	2	ea	\$446.00
Wall Mount Enclosure	SWENCL	1	ea	\$572.00
UPS	SWUPS	1	ea	\$715.00
Outdoor grade Cat6 shielded cable, shielded RJ45 connectors, patch cables, etc	SWCAT60D	10	ea	\$140.00
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	20	ea	\$73.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	\$2,477.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Partner WatchDog Support for VSCG OR SZ100 License supporting 1 Ruckus Access Points, 3-YR	S02-0001-3LSG	16	ea	\$50.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - PTP/PTMP - 3 Year	SWSPPT3YR-PTP	6	ea	\$1,080.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Mesh AP - 3 Year	SWSPPT3YR-AP	16	ea	\$675.00
	PRICING			
	Materials/Equip	\$38,529.00		
	Professional Svcs	\$50,655.00		
	3-YR Support	\$18,080.00		
	Tax (Not Included)	N/A		
	GRAND TOTAL	\$107,264.00		



Phase 1 Pricing Notes:

1. Taxes are not included.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, Vendor installation management and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE's Cloud Controller.
7. Price assumes all street lights have 24/7 power and 3-prong or 7-pin removable photocell adapter or 120v AC Outlet.
8. Price assumes all city buildings, street lights and traffic signals in coverage area are accessible for equipment installation.
9. Price assumes Traffic Plans, Circuit Calcs, and Structural Drawings are not required or provided by others.
10. Price assumes standard working hours of 8am-5pm, M-F.
11. Price includes Core Router. Internet services are not included.
12. Price assumes no electrical remediation or conduit work is required.
13. Price includes 3-year post installation operation and support.

Phase 2 WiFi Estimate

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
Wireless Equipment				
CPE - 4.9 - 6.2 GHz; 20 dBi; 802.11ac 2x2 MU-MIMO Wi-Fi CPE; 500Mbps + aggregated IP Throughput	C5x-IP67	2	ea	\$136.00
4.9-6.4GHz 250mm Dish Ant. for CPE	N5-X20-2	1	ea	\$80.00
Surge Protection Unit for CPE	NID	2	ea	\$17.00
Pole/Wall Mount Equip for CPE	FlexmountXL	2	ea	\$12.00
VSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	10	ea	\$65.00
RUCKUS AI three-year subscription for one SmartZone-managed AP or ICX switch	CLD-ANAP-3001	10	ea	\$88.00
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LiMAN)	L09-0001-SCIW	10	ea	\$10.00
Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C Operating Temperature	901-T350-XX40	10	ea	\$906.00
Mounting Kit for T-Series APs	902-0125-0000	10	ea	\$117.00
Switches and Install Materials				
12-Port 2.5 Gigabit Outdoor Managed 802.bt L2+ PoE Switch with, 8 2.5Gb PoE Ports, 4 10 Gigabit SFP+ Fiber Uplink Ports, up to 90W per PoE Port, 400W Total	LPS10868ATMP-T1	2	EA	\$1,793.00
10GBASE-LR SFP+ 1310nm 10km Duplex LC SMF DOM Optical Transceiver Module	FS11555	2	EA	\$270.00
48V DC 20W, Continuous On POE Streetlight Power Tap Adapter 105-130 VAC Input, RJ45 Connector	FP287A-120-ACN-A	5	ea	\$323.00
Non-penetrating SLED Mount, 8ft Mast, 34"x40" Base, Protective Mat, Blocks, etc	SWB3-237x8-R	2	ea	\$446.00
Outdoor grade Cat6 shielded cable, shielded RJ45 connectors, patch cables, etc	SWCAT60D	5	ea	\$140.00
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	10	ea	\$73.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	\$1,382.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Partner WatchDog Support for VSCG OR SZ100 License supporting 1 Ruckus Access Points, 3-YR	S02-0001-3LSG	10	ea	\$50.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - PTP/PTMP - 3 Year	SWSPPT3YR-PTP	2	ea	\$1,080.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Mesh AP - 3 Year	SWSPPT3YR-AP	10	ea	\$675.00
	PRICING			
	Materials/Equip	\$21,715.00		
	Professional Svcs	\$24,220.00		
	3-YR Support	\$9,410.00		
	Tax (Not Included)	N/A		
	GRAND TOTAL	\$55,345.00		



Phase 2 Pricing Notes:	
1. Taxes are not included.	
2. Payment Terms are Net-30 upon receipt of an invoice.	
3. SmartWave will retain ownership of the equipment until payment is made in full.	
4. Professional Services include site survey, design, staging, configuration, Vendor installation management and testing.	
5. Price is based on quantity of items listed and subject to change upon completion of the design.	
6. Price assumes use of SmartWAVE's Cloud Controller.	
7. Price assumes all street lights have 24/7 power and 3-prong or 7-pin removable photocell adapter or 120v AC Outlet.	
8. Price assumes all city buildings, street lights and traffic signals in coverage area are accessible for equipment installation.	
9. Price assumes Traffic Plans, Circuit Calcs, and Structural Drawings are not required or provided by others.	
10. Price assumes standard working hours of 8am-5pm, M-F.	
11. Price assumes no electrical remediation or conduit work is required.	
12. Price includes 3-year post installation operation and support.	
13. Design proposed assumes Base Stations are installed on City Hall from Phase 1.	

Project Support Pricing Notes and Assumptions

The pricing for Support Services includes the following:

- Radio Support includes SmartWAVE cloud controller services, data analytics reporting, network monitoring, network optimization, software revision upgrades, remote support, manufacturer software support, and Technician Dispatch (Tower Tech included) for 3 Years.
- SmartWAVE will work with the City to establish an end user support plan to service request and will provide email support and/or phone support as determined by the parties.
- SmartWAVE will provide 8x5xNBD response to Client support requests, to include 5-day repair/replacement (requires purchase of spare APs and limited to Spares available).
- SmartWAVE will optimize the network based on changes in the RF environment.
- Price includes replacement of surge protection units as needed.
- Support does not include network surveys, application research and development, changes to the existing configuration, or other professional services, other than as required to maintain and optimize the wireless network.
- Support does not include relocation of wireless hardware, or repair as a result of force majeure such as acts of God, riot, vandalism, traffic accidents or other acts beyond our control.

Unit Pricing Menu

In the event of a change order, or if additional services may be required for this project, or in the future, SmartWAVE is providing the following Menu of Pricing to support the initiative of the County and the City.



Item No.	Item Description	Unit of Measure	Price
1	Senior RF/Network Engineer	Hourly	\$225
2	RF/Network Technician	Hourly	\$125
3	Project Manager	Hourly	\$175
4	Tower Crew (2-Man Crew)	Daily	\$2,500
5	Subcontractor	Cost Plus	20%
6	Ruckus Hardware/Software	Discount Off List	35%
7	Ruckus Support/Cloud	Discount Off List	0%
8	Mimosa Hardware/Software	Cost Plus	20%
9	Cambium Hardware/Software	Cost Plus	20%
10	Tarana Hardware/Software	Cost Plus	20%
11	Other Radio and Misc Materials	Cost Plus	20%
12	AP Cloud Plus Support (Monitoring, Tech Dispatch Roll, Optimization, Help Desk)	Yearly per Device	\$360
13	PTP/PTMP Support (Monitoring, Tech Dispatch, Tower Work, Optimization, Help Desk)	Yearly per Device	\$450
14	Licensed Microwave Link Support (Tower Work, Monitoring, Dispatch, PCN Request)	Yearly per Link	\$1,500



SECTION 6 - AVAILABILITY

In response to the RFP, we are providing estimated timelines for project start and completion dates. These dates are subject to variance based on installation approvals, permitting, and other items beyond our control.

Estimated Project Start Date (9/30/2024): As early as within 2 weeks of notification of award.

Estimated Completion of Wi-Fi Design and Surveys (11/30/2024): About 6-8 weeks after notice to proceed.

Estimated Completion of Wi-Fi Infrastructure Installation (12/30/2024): About 4 weeks after completion of the Design and Surveys.

Estimated Completion of Infrastructure Testing and Optimization (1/31/2025): About 14-16 weeks after notice to proceed (immediately after WiFi installation completion).

Note: All dates are subject to impact based on resources beyond our control including Internet circuit, City approval process for installation, preexisting network cabling, and access to installation locations.



SECTION 7 – CITY’S CONSULTING AGREEMENT

We have reviewed the draft agreement provided and take no exceptions.



ATTACHMENTS – PRODUCT DATA SHEETS AND CASE STUDIES

T350 Access Point Data Sheet

<https://www.commscope.com/globalassets/digizuite/914609-ds-ruckus-t350.pdf>

AP/Switch Cloud Controller Data Sheet

<https://www.commscope.com/globalassets/digizuite/572573-ruckus-virtual-smartzone-controllers-product-brief-co-114151-en.pdf>

Mimosa A5c Data Sheet

<https://mimosa.co/products/a5c>

Mimosa C5x Data Sheet

<https://mimosa.co/products/c5x>

Case Studies

<https://smartwave.us/wp-content/uploads/2023/08/SW-Access-Eastside-Case-Study.pdf>

<https://smartwave.us/wp-content/uploads/2023/08/SW-OakWiFi-Case-Study.pdf>


<https://smartwave.us/wp-content/uploads/2023/08/SW-Hidalgo-County-Case-Study.pdf>


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst II 

REVIEWED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Sixth Amendment in the Amount of \$50,000 to the Consulting Services Agreement for Professional Services with The Gualco Group, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the sixth amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to the Brackish Water Desalination Project in the amount of \$50,000 for a total contract amount of \$392,000 and extending the term of the agreement through December 31, 2025; and
2. Authorizing the City Manager to execute the sixth amendment to the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for these professional services is included in the Fiscal Year 2024/25 Water Enterprise Fund.

DISCUSSION

Since 2017, The Gualco Group, Inc. ("Gualco") has been advising staff on State actions that are related to the City's water rights and issues that may affect the brackish water desalination plant and its related facilities. Gualco has also provided support to the City during settlement discussions with the Department of Water Resources and ensuring timely release of payments by the State of California. By approving this sixth amendment to the Agreement, Gualco will continue their supporting role with State permits and funding activities.

ATTACHMENTS

- A: Resolution
- B: Sixth Amendment to the Consulting Services Agreement
- C: Consulting Services Agreement (July 1, 2018)

ATTACHMENT "A"

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE SIXTH AMENDMENT IN THE AMOUNT OF \$50,000 TO THE CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT

WHEREAS, on July 1, 2018, The Gualco Group, Inc. ("Gualco") entered into a Consulting Services Agreement ("Agreement") to advise and assist in funding opportunities for the Brackish Water Desalination Project ("Project") in the amount of \$50,000;

WHEREAS, on May 14, 2019, City Council approved amending the Agreement with Gualco in the amount of \$50,000 bringing the total compensation to an amount not to exceed \$100,000;

WHEREAS, on April 14, 2020, City Council approved amending the Agreement with Gualco in the amount of \$50,000, bringing the total compensation to an amount not to exceed \$150,000;

WHEREAS, on March 23, 2021, City Council approved amending the Agreement with Gualco in the amount of \$50,000, bringing the total compensation to an amount not to exceed \$200,000 and extended the contract through February 28, 2022;

WHEREAS, on March 8, 2022, City Council approved amending the Agreement with Gualco in the amount of \$92,000, bringing the total compensation to an amount not to exceed \$292,000 and extended the contract through December 31, 2023;

WHEREAS, on December 12, 2023, City Council approved amending the Agreement with Gualco in the amount of \$50,000, for a total contract amount of \$342,000 and extended the contract through December 31, 2024;

WHEREAS, the City Council has considered approving the sixth amendment to the Agreement with Gualco for continued support through December 31, 2025 in the amount of \$50,000 for a total contract amount of \$392,000; and

WHEREAS, the City has considered authorizing the City Manager to execute the sixth amendment to the Agreement with Gualco for the Project.

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

1. Approves the sixth amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support in the amount of \$50,000 for a total contract amount of \$392,000 and extends the term of the agreement through December 31, 2025; and

RESOLUTION NO. 2024/**

October 22, 2024

Page 2

2. Authorizes the City Manager to execute the sixth amendment to the Agreement with The Gualco Group, Inc. in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 1st day of January, 2025, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and THE GUALCO GROUP, INC., their address is 500 Capitol Mall, Suite 2600, Sacramento, CA 95814 ("Consultant").

RECITALS

WHEREAS, on July 1, 2018, Consultant entered into an Agreement for Professional Consultant Services ("Agreement") in the amount of \$50,000;

WHEREAS, on May 14, 2019, City amended the Agreement to increase the compensation in the amount of \$50,000 to an amount not to exceed \$100,000;

WHEREAS, on April 14, 2020, City amended the Agreement to increase the compensation in the amount of \$50,000 to an amount not to exceed \$150,000;

WHEREAS, on March 23, 2021, City amended the Agreement to increase the compensation in the amount of \$50,000 to an amount not to exceed \$200,000;

WHEREAS, on March 8, 2022, City amended the Agreement to increase the compensation in the amount of \$92,000 to an amount not to exceed \$292,000 and extended the term of the Agreement to December 31, 2023;

WHEREAS, on December 12, 2023, City amended the Agreement to increase the compensation in the amount of \$50,000 for a total contract amount of \$342,000 and extended the term of the Agreement to December 31, 2024;

WHEREAS, the Consultant's services continue to be required, and the City desires to extend the term of the Agreement to December 31, 2025, and increase the total compensation to \$392,000, to allow Consultant to continue providing the necessary services under the terms and conditions set forth in the Agreement; and

WHEREAS, the City Council has considered and approved such amendments.

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS
FOLLOWS:**

1. Section 1 "SERVICES" 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, material, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5 and Exhibit A to Amendment No. 6 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, 2025**, the date of completion specified in Exhibit A to Amendment No. 6 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.”

3. Section 2 "COMPENSATION" shall be amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed **Three hundred ninety-two thousand dollars (\$392,000)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5 and Exhibit A to Amendment No. 6, 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."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

THE GUALCO GROUP, INC.

By: _____
Bessie Marie Scott, City Manager

By: _____
Jackson R. Gualco, President

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

EXHIBIT "A"



Proposal for Continued Government Relations Services

Term: Effective upon signature through December 31, 2025

Compensation: \$4,000/month with an expense ceiling not to exceed \$2,000 per annum

Scope of Services: We shall continue to advise and assist the City of Antioch related to any and all State actions related to the desalination facility and appurtenances. Timely funding from the State Water Resources Control Board, DWR, and other relevant sources will continue to be actively pursued, including the implementation of Proposition 4 on the November ballot should it be passed by the voters.

NB: As outlined before, we shall not perform any work related to the Delta Conveyance Project. We may perform additional work under this agreement following the City's issuance of a formal request to our Firm to perform such work and we accept in written form the City's request. All other terms agreed to in the original contract remain in force and effect.

500 CAPITOL MALL, SUITE 2600
SACRAMENTO, CA 95814-4752

TEL (916) 441-1392
FAX (916) 446-6003

TGG@GUALCOGROUP.COM
WWW.GUALCOGROUP.COM

ATTACHMENT "C"

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

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and The Gualco Group, Inc. ("Consultant") as of July 1, 2018.

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, 2019, 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 agree to pay Consultant a sum not to exceed \$50,000 (Fifty thousand dollars), 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' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services.
- The Consultant's signature.

2.2 Payment Schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

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

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

5.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause.

This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is

otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Jackson R. Gualco
The Gualco Group, Inc.
500 Capitol Mall, Suite 2600
Sacramento, CA 95814-4752

Any written notice to City shall be sent to:

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

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

CITY:

CITY OF ANTIOCH


Rowland E. Bernal, Jr., City Manager

Attest:


Arne Simonsen, SMC, City Clerk of City of Antioch

Approved as to Form:


Derek P. Cole, Interim City Attorney

CONSULTANT:

THE GUALCO GROUP, INC.

By: 

Name: Jackson R. Gualco

Title: President

By: _____

Name: _____

Title: _____

EXHIBIT "A"



Proposal for Continued Government Relations Services

Term: Effective upon signature through February 28, 2019

Compensation: \$6,000/month with an expense ceiling not to exceed \$2,000 with a total contract amount not to exceed \$50,000.00

Scope of Services: We shall continue to advise and assist the City of Antioch to obtain a signed funding agreement with the Department of Water Resources whereby State funding for its planned desalination facility is made available. Additional funding opportunities from the State Water Resources Control Board will continue to be actively pursued.

We shall not perform any work related to California WaterFix. We may perform additional work under this agreement following the City's issuance of a formal request to our Firm to perform such work and we accept in written form the City's request.

500 CAPITOL MALL, SUITE 2600
SACRAMENTO, CA 95814-4752

TEL (916) 441-1392
FAX (916) 446-6003

TGG@GUALCOGROUP.COM
WWW.GUALCOGROUP.COM




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bryan Pitts, Operations Supervisor

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Purchase of a Hot Mix Paving Machine Utilizing a Sourcewell Cooperative Purchasing Agreement with Herrmann Equipment in the amount of \$322,629

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the replacement purchase of one new 2024 Carlson CP100II Hot Mix Paving Machine utilizing a Sourcewell Cooperative Purchasing Agreement with Herrmann Equipment Contract #060122-ATE in the amount not to exceed \$322,629; and
2. Authorizing the City Manager or designee to execute the Sourcewell agreement #060122-ATE with Herrmann Equipment in a form approved by the City Attorney.

FISCAL IMPACT

The Fiscal Year 2024/25 Operating Budget includes adequate funding from the Vehicle Replacement Fund for this purchase. Proceeds from selling the existing hot mix paving machine at auction will be returned to the Vehicle Replacement Fund for future replacement needs.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and any new operational needs. This recommendation replaces an existing 2000 Leeboy 8500 Hot Mix Paving Machine that is well beyond its useful life with a new 2024 Carlson CP100ii Hot Mix Paving Machine as described in Attachment B. Replacing the Leeboy 8500 Hot Mix Paving Machine at this time will reduce maintenance costs, vehicle emissions and improve work reliability. Timely replacement of vehicles and equipment is critical to reducing overall costs and liability associated with an aging fleet. It also improves quality of service and productivity by reducing vehicle and equipment downtime.

The City received a quote for the purchase of a new 2024 Carlson CP100ii Hot Mix Paving Machine from Herrmann Equipment, a Sourcewell cooperative purchasing vendor in the amount of \$322,629. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

ATTACHMENTS

- A. Resolution
- B. Carlson CP100ii Sourcewell Quote

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PURCHASE OF A NEW HOT MIX PAVING MACHINE IN THE
AMOUNT OF \$322,629 UTILIZING A SOURCEWELL COOPERATIVE PURCHASING
AGREEMENT WITH HERRMANN EQUIPMENT AND AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT**

WHEREAS, the City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria;

WHEREAS, staff recommends replacing a 2000 Leeboy 8500 Hot Mix Paving Machine that is well beyond its useful life with a new 2024 Carlson CP100II Hot Mix Paving Machine;

WHEREAS, replacing the 2000 Leeboy 8500 Hot Mix Paving Machine at this time will reduce maintenance costs, vehicle emissions and improve work reliability;

WHEREAS, the Fiscal Year 2024/25 Operating Budget includes funding in the amount of \$322,629 from the Vehicle Replacement fund;

WHEREAS, the City received a quote for the purchase of a new 2024 Carlson CP100II Hot Mix Paving Machine from Herrmann Equipment, a Sourcewell cooperative purchasing vendor; and

WHEREAS, the City Council has considered approving the replacement purchase of one new 2024 Carlson CP100ii Hot Mix Paving Machine in the amount not to exceed \$322,629, and authorizing the City Manager or designee to execute the Sourcewell Cooperative Purchase Agreement contract #060122-ATE with Herrmann Equipment.

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

1. Approves the replacement purchase of one new 2024 Carlson CP100II Hot Mix Paving Machine utilizing a Sourcewell Cooperative Purchasing Agreement with Herrmann Equipment Contract #060122-ATE in the amount not to exceed \$322,629; and
2. Authorizes the City Manager or designee to execute the Sourcewell cooperative purchasing agreement Contract #060122-ATE with Herrmann Equipment in a form approved by the City Attorney.

RESOLUTION NO. 2024/***

October 22, 2024

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

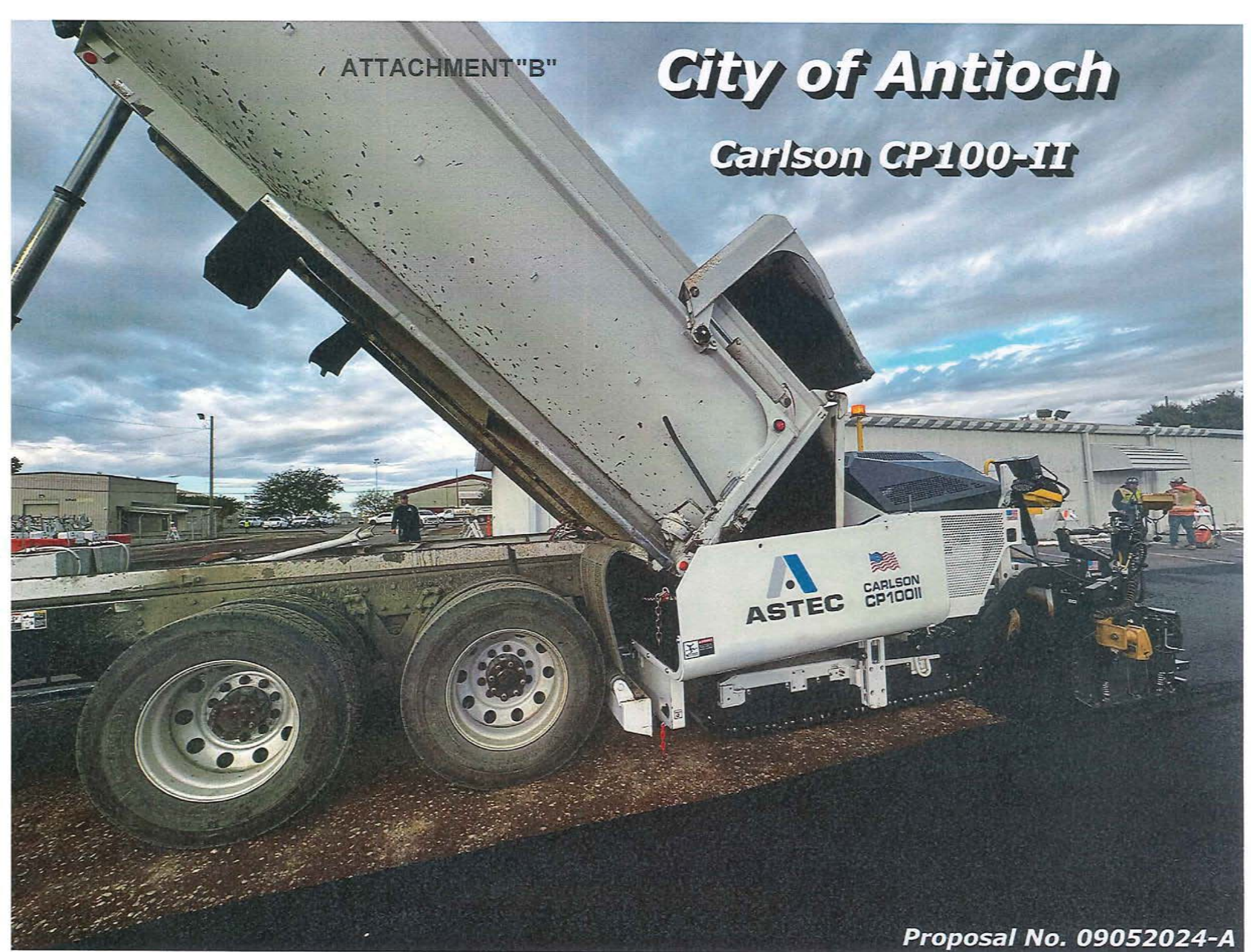
ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

City of Antioch

Carlson CP100-II



Proposal No. 09052024-A



Quote Valid for 90 days

Contract:

060122-

ATE

Date:

9/5/2024

Buying Agency:	City of Antioch	Dealership:	Herrmann Equipment, Inc.
Contact Person:	Bryan Pitts	Prepared By:	Matthew Herrmann
Phone:	(925)779-6950	Phone:	(916)996-7557
Email:	bpitts@antiochca.gov	Email:	matt@herrmannequipment.com
Member Number:			
Contract Number:			

Sourcewell Product:

A. Catalog / Price Sheet Items being purchased

Qty		Unit Price	Total
1	CP-100II 3 Person Equiped as described in Proposal No. 09052024-A	\$273,493	\$273,493
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$273,493
Additional Discount:			
Subtotal A:			\$273,493

B. Sourced and/or Non-Contracted Items

Qty	Description	Unit Pr	Total
1	Topcon P32 Dual Grade and Slope Installed	\$12,000.00	\$12,000
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$12,000

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$8,500
PDI, Includes product familiarization and training	\$800
9.75% Tax on items in box A and B	\$27,836
Subtotal C:	\$37,136

Delivery Date: 140-180 days after receipt of PO

D. TOTAL PURCHASE PRICE (A+B+C):

\$322,629

Herrmann Equipment inc.

9220 Viking Place • Roseville, California 95747-9700 • (916) 783-9333
Bloomington, California 92316-3235 • (909) 877-5597

Proposal To: **City of Antioch**
1201 W. 4th St.
Antioch, CA 94509

September 5, 2024
Page 1 of 2

Proposal No. **09052024-A**

For: **One New Carlson CP100 II Hot Mix Paver**

<u>Qty</u>	<u>Description</u>
1	Base Unit for 3 man Contractor deluxe CP100 II track paver , Including the following: A Cummins QSF 3.8 Turbocharged Tier IV Final , 100HP engine @ 2500 RPM. Direct Hydraulic Drive, 14" wide Polyurethane track pads. Hydraulic self-tensioning track system. 3/8" 500 Brinell floor plates, 13" diameter 7/8" 500 Brinell auger flights. Heavy duty 3.075" pitch offset link roller slat conveyor chain with 9-tooth slat chain drive sprockets. Heavy duty slats. 9 ton hopper with horizontal sliding damper doors with adjustable hardened guides, Sloped engine hood, Adjustable swing operator's control consoles with fingertip control functions. Digital gauge for hour meter, oil pressure, Engine RPM, DC voltmeter and fuel level, Coolant temp., Load @ RPM. High output light package, Citrus Washdown Tank, 2nd Hose reel, 8" Hydraulic tow points, Beacon light, and Umbrella. Conveyor and Auger Reverse Option. Track Plows.
1	Sonic Feed Control
1	EZCSS Screed: Hydraulic extendable electric screed 8' to 15', 14.4 kw generator, 3/8" Hardox 450 Brinell rated Screed bottoms, 2" chrome rods and adjustable slide track system, slide out walkway, spring loaded and electrically heated endgates, Power Crown (-1" to +2"), Power extension height, Power Slope, depth crank indicators, 12 volt aux. port
1	TOPCON P32 SYSTEM (Dual Grade and Slope)



Herrmann Equipment inc.

9220 Viking Place • Roseville, California 95747-9700 • (916) 783-9333
Bloomington, California 92316-3235 • (909) 877-5597

Proposal To: **City of Antioch**

Carlson CP100 II

Page 2 of 2

Proposal No: **09052024-A**

TOTAL SELL PRICE F.O.B. Antioch, CA.

\$322,629.00
(9.75% TAX INCLUDED)

When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

TERMS: Net due 30 day

WARRANTY: 1,000 hour or year whichever occurs first

Accepted by: **City of Antioch**

Authorized

Signature: _____

Title: _____

Date _____

Accepted by: **Herrmann Equipment, inc.**

Authorized

Signature: _____

Title: _____

Date _____



Cedarapids



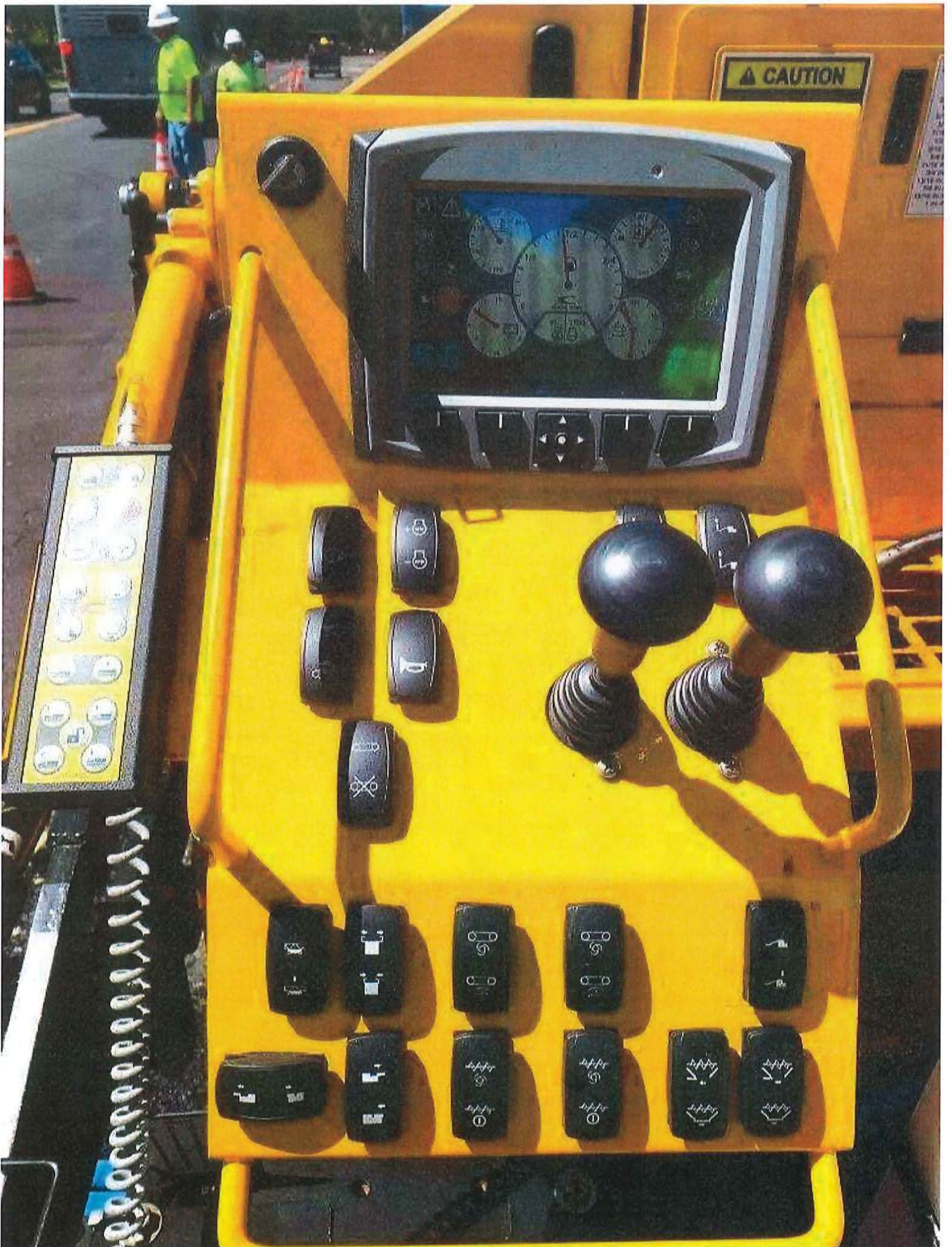








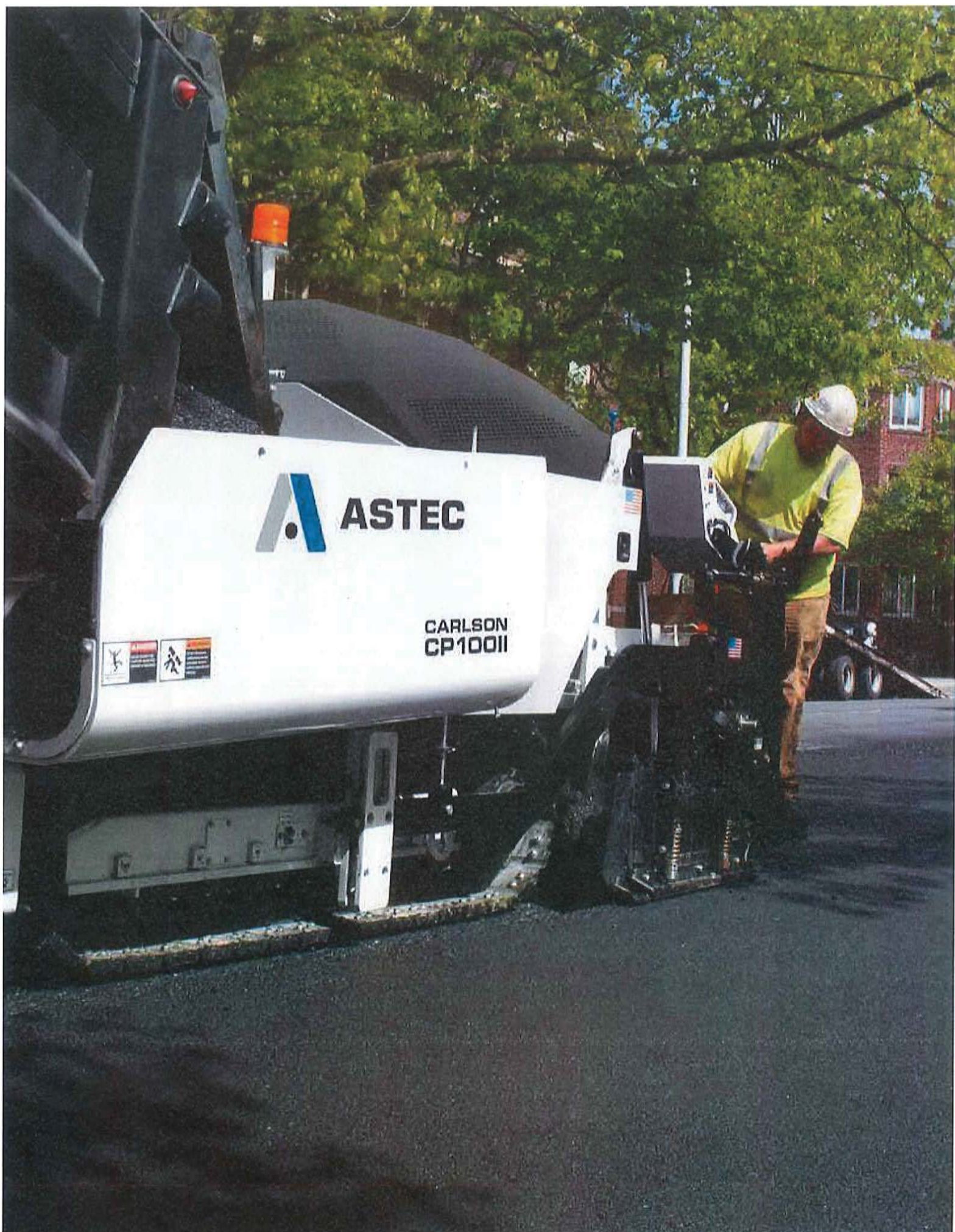






CARLSON COMMERCIAL CLASS ASPHALT PAVERS







APPLICATION

The Astec line of Carlson pavers deliver heavy-duty, longer-lasting platforms that meet the needs and versatility today's contractor demands. Carlson pavers come in four commercial models for the North American market, along with export compliant platforms around the globe.



CP75 II

The CP75 II excels on jobsites ranging from driveways to large parking lots. Its compact design allows it to pave in size-restrictive locations, including parking garages or other covered areas, while its low hood and screed-mounted controls give optimal visibility and comfort for crew performance.



CP85

The CP85 is the ideal platform from small to large-scale commercial paving projects. Utilizing heavy-duty, fully-replaceable highway-class wear components and the renowned EZC815 electrically heated screed, the CP85 delivers big results in a compact paver.



CP100 II

Featuring a powerful and reliable Cummins® Tier IV Final engine, highway-class wear components and a class-leading screed platform in the EZCSS, the CP100 II delivers a new level of performance and mat quality to the commercial-class contractors.



CP130

The CP130 delivers highway-class build, material throughput, and mat quality in a heavy-duty commercial package. This paver excels across a wide range of paving applications including driveways, large commercial projects, municipal jobsites and county roadways.



Commercial Paving

Commercial applications need machinery that can scale down the highway paver size without scaling down performance.



Motor Sports Paving

Requires nonstop paving, precise mat thickness and consistent performance for raceways that can withstand extreme use.



Residential Paving

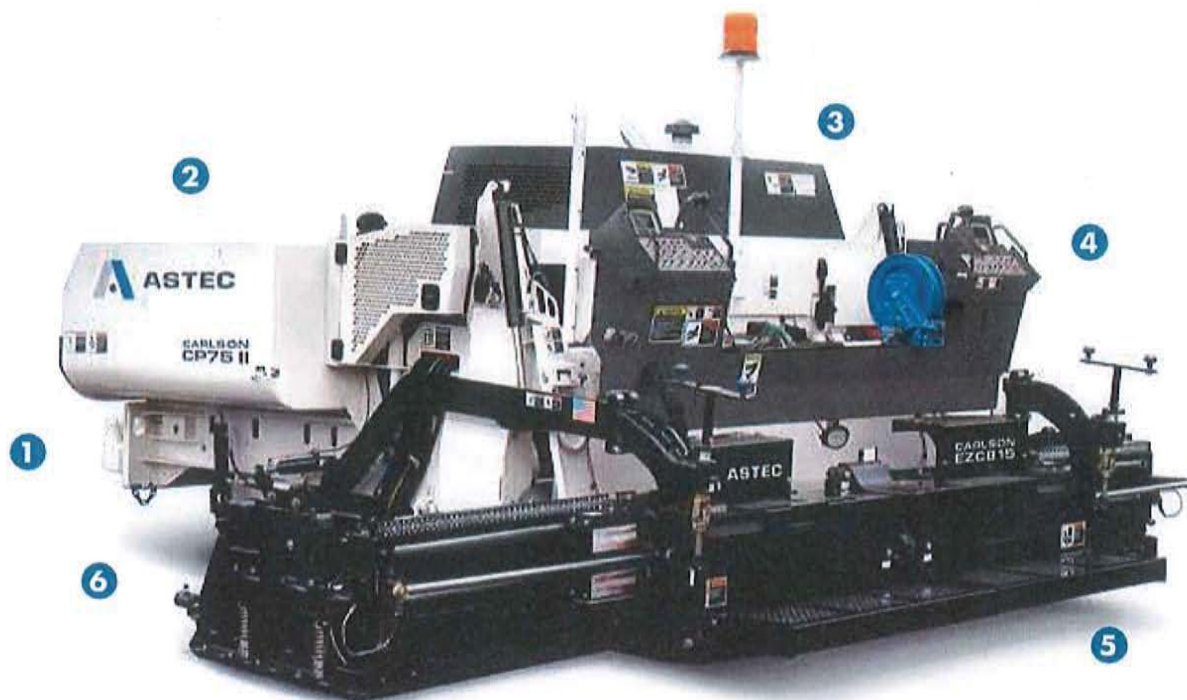
Residential roads and driveways are smaller in scale but may require higher attention to detail for everyday use.



CP75 II

Designed to meet the challenges of a wide array of applications with its high torque 74hp Deutz® Tier IV Final engine (no DEF), the CP75 II excels on jobsites ranging from driveways to large parking lots. Its compact design allows it to pave in size restrictive locations, including parking garages or other covered areas, while its low hood and screed mounted controls give optimal visibility and comfort for crew performance.





1 Steel Frame

One-piece cold-rolled steel frame chassis for longer life cycle and heavy-duty structural support. Contractors are able to rebuild their machine around the frame for longer service life.

2 Material Distribution

Chain and slat conveyors along with fully replaceable 9.5" diameter 500 Brinell-rated steel auger flights, create a material distribution system with uniform mat quality at wider widths.

3 Tier IV Final Engine

74hp Deutz® 2.9 L4 Tier IV Final turbocharged engine (no DEF) provides contractors with exceptional amounts of torque and responsive power; producing 192 ft-lbs. of torque at 1,600 rpm.

4 Screed Mounted Controls

Dual control stations maximize visibility and ergonomics. Each station features direct connect cable steering levers and intuitively organized switches. The CP75 II also features a 4.5" LED display that provides up to the second information.

5 EZC815 Screed

Award-winning Carlson highway-class features in a commercial-class screed. Complete with electric heating elements and screed plates made with 3/8" 450 Brinell-rated hardened steel.

6 Track System

Optional 12" steel or poly-pad tracks offer 58" of ground contact for exceptional balance and traction over a wide variety of bases.



Horizontal Sliding Damper Doors

This exclusive feature offers infinite adjustability.



Contractor Focus

Crew comfort options including screed mounted seat, 2nd washdown and more.



Performance

Add on lights and other options for additional performance and versatility.



Mat Quality

Wide array of options from hydraulic tow points to power crown for better mat quality.

CP85

Combining proven design with increased torque and efficiency, the CP85 is the ideal platform for small to large-scale commercial paving projects. Utilizing heavy-duty, fully replaceable highway-class wear components, an intuitive, contractor focused platform and the renowned EZC815 electrically heated screed, the CP85 delivers big results in a compact paver.





1 Steel Frame

The single-piece, cold-rolled steel frame provides heavy-duty structural support. All wear components and add-ons are bolted to the frame making the CP85 fully-rebuildable for longer life cycle.

2 Material Distribution

Featuring chain and slot conveyors and 8.5 ton hopper capacity. The CP85's heavy-duty build helps reduce replacement costs and decrease clean-up times.

3 Tier IV Final Engine

74hp Caterpillar® 3.4B Tier IV Final (no DEF) turbocharged engine, coupled with load-sense hydraulics and heavy-duty 2 speed, triple reduction planetaries.

4 Dual Adjustable Control Towers

Standard dual control towers are able to pivot outward by 30° and downward 40°. Each console comes with intuitively organized switch functions, and direct connect steering levers.

5 EZC815 Screed

Award-winning Carlson highway-class features in a commercial-class screed. Complete with electric heating elements and screed plates made with 3/8" 450 Brinell-rated hardened steel.

6 Track System

Comprising of 6 bogeys, the largest drive sprockets in its class, and 12" wide poly-pad tracks for exceptional life cycle. The track system also comes standard with rock guards.



Horizontal Sliding Damper Doors

This exclusive feature prevents material flow during travel.



Contractor Focus

Choice of 2-man, 2-man with seats or 3-man control station configurations.



Performance

Improve functionality with bolt-on options including 12" auger extensions and tunnel kit.



Mat Quality

Optimal rigidity at wide widths with the 2" heavy-duty chrome rods.

CP100 II

The CP100 II, the next generation of the commercial-class' leading heavy-duty platform, has arrived. Featuring a powerful and reliable Cummins® Tier IV Final engine, highway-class wear components and the class-leading screed platform in the EZCSS, the CP100 II delivers a new level of performance and mat quality to commercial-class contractors.





1 Steel Frame

The single-piece, cold-rolled steel frame provides heavy-duty structural support. All wear components and add-ons are bolted to the frame, making the CP100 II fully-rebuildable for longer life.

2 Material Distribution

Featuring chain and slat conveyors, 9.5 ton hopper capacity, 1/2" steel hopper wings, 13" 500 Brinell-rated steel auger flights, and horizontal sliding damper doors.

3 Tier IV Final Engine

With a reliable, high torque 100hp Cummins® QSF 3.8 Tier IV Final turbocharged engine, the CP100 II produces increased torque figures compared to its predecessor.

4 Dual Control Stations

Dual consoles with intuitive switch placement, electric-over-hydraulic steering joysticks, intuitive rocker switch functions and 7" touch screen displays.

5 EZCSS Screed

Award winning Carlson highway-class features in a commercial-class screed. Comes standard with electric heating elements for clean, even heat across the main and extension plates.

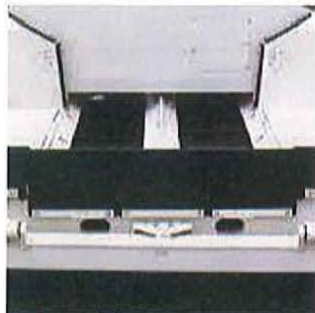
6 Track System

Comprised of 7 bogeys, return idler, large planetary drives and 14" wide poly-pad tracks, the hydraulically self-tensioning track system excels across a wide variety of bases.



Versatility

Choose between 2-man screed mounted controls or 3-man platform configuration.



Contractor Focus

Designed to eliminate the need for daily under-hopper cleanout.



Performance

Prewired to accept grade and slope automation by MOBA, Topcon and TF Technologies.



Mat Quality

The single slide extension support system achieves exceptional extension rigidity.

CP130

Delivering highway-class build, material throughput and mat quality in a heavy-duty commercial package, the Carlson CP130 challenges the status quo while providing contractors a machine that is unmatched in performance. Featuring a 130hp Cummins® Tier IV Final engine, heavy-duty wear components and class-exclusive armrest controls. The CP130 is paired with the EZCSS single slide 8'-15' screed to provide award-winning paving performance in both highway and commercial class paving applications.





1 Steel Frame

The single-piece cold-rolled steel frame provides heavy-duty structural support. All wear components and add-ons are bolted to the frame, making the CP130 fully-rebuildable for longer life cycle.

2 Material Distribution

Featuring chain and slat conveyors, 9.5 ton hopper capacity, 1/2" steel hopper wings, 13" 500 Brinell-rated steel auger flights, and horizontal sliding damper doors.

3 Tier IV Final Engine

The CP130 delivers impressive power with the 130hp Cummins® QSF 3.8 Tier IV Final turbocharged engine. Able to effortlessly push highway-class asphalt trailers and conquer any day's job.

4 Dual Control Stations

Dual consoles feature class-exclusive armrest controls with intuitive switch placement, electric-over-hydraulic steering levers and 7" touch screen displays.

5 EZCSS Screed

Award-winning Carlson highway-class features in a commercial-class screed. Comes standard with electric heating elements for clean, even heat across the main and extension plates.

6 Track System

Comprised of 7 bogeys, return idler, large planetary drives and 14" wide poly-pad tracks, the hydraulically self-tensioning track system excels across a wide variety of bases.



Visibility

Each control station has the ability to pivot 45° outwards for improved visibility.



Contractor Focus

One piece forward tilting hood and front access panel for ease of maintenance.



Performance

Prewired to accept grade and slope automation by MOBA, Topcon, and TF Technologies.



Mat Quality

The single slide extension support system achieves exceptional extension rigidity.

MODELS



CP75 II

Detail	Spec
Engine	74hp (55kW) Deutz 2.9 L4 Tier IV Final (Stage IV)
Screed	8 ft - 15 ft (2.43 m - 4.59 m)

Dimensions

Total Weight	17,000 lbs (7,711 kg)
Tractor Weight	14,000 lbs (6,350 kg)
Screed Weight	3,000 lbs (1,361 kg)
Length	149 in (3,785 mm)
Width	121 in (3,073 mm)

Capacities

Hopper Capacity	8 tons (7.25 tonnes)
Fuel Tank	28 gal (105.9 L)
DEF Tank	No DEF
Hydraulic Tank	20 gal (75.7 L)
Washdown Tank	5 gal (19 L)
Cooling System Capacity	4 gal (15.1 L)

EZC815 Screed

Standard Width	8 ft - 15 ft (2.43 m - 4.59 m)
Maximum Paving Width	15 ft (4.59 m)
Paving Depth (Min./Max.)	1/4 in - 8 in (6 mm - 203 mm)
Main Plate Depth at Center	16 in (406 mm)
Main Plate Depth at Edge	14 in (356 mm)
Extension Plate Depth	8 in (203 mm)
Main/Extension Plate Thickness	3/8 in (9.5 mm) 450 Brinell



CP85

Detail	Spec
Engine	74hp (55kW) CAT 3.4B Tier IV Final (Stage IV)
Screed	8 ft - 15 ft (2.43 m - 4.59 m)

Dimensions

Total Weight	19,750 lbs (8,958 kg)
Tractor Weight	16,500 lbs (7,848 kg)
Screed Weight	3,250 lbs (1,474 kg)
Length	166 in (4,216 mm)
Width	122 in (3,098 mm)

Capacities

Hopper Capacity	8.5 tons (7.7 tonnes)
Fuel Tank	30 gal (113.6 L)
DEF Tank	No DEF
Hydraulic Tank	45 gal (170.3 L)
Washdown Tank	10 gal (37.9 L)
Cooling System Capacity	11 qts (10.4 L)

EZC815 Screed

Standard Width	8 ft - 15 ft (2.43 m - 4.59 m)
Maximum Paving Width	17 ft (5.18 m)
Paving Depth (Min./Max.)	1/4 in - 8 in (6 mm - 203 mm)
Main Plate Depth at Center	16 in (406 mm)
Main Plate Depth at Edge	14 in (356 mm)
Extension Plate Depth	8 in (203 mm)
Main/Extension Plate Thickness	3/8 in (9.5 mm) 450 Brinell



CP100 II

Detail	Spec
Engine	100hp (74kW) Cummins 3.8 Tier IV Final (Stage IV)
Screed	8 ft - 15 ft (2.43 m - 4.59 m)

Dimensions

Total Weight	22,000 lbs (9,979 kg)
Tractor Weight	18,000 lbs (8,165 kg)
Screed Weight	4,000 lbs (1,814 kg)
Length	167 in (4,242 mm)
Width	121 in (3,073 mm)

Capacities

Hopper Capacity	9.5 tons (8.6 tonnes)
Fuel Tank	32 gal (121 L)
DEF Tank	5 gal (19 L)
Hydraulic Tank	22 gal (83.3 L)
Washdown Tank	6 gal (22.7 L)
Cooling System Capacity	7 gal (26.5 L)

EZCSS Screed

Standard Width	8 ft - 15 ft (2.43 m - 4.59 m)
Maximum Paving Width	17 ft (5.18 m)
Paving Depth (Min./Max.)	1/4 in - 8 in (6 mm - 203 mm)
Main Plate Depth at Center	16 in (406 mm)
Main Plate Depth at Edge	14 in (356 mm)
Extension Plate Depth	8 in (203 mm)
Main/Extension Plate Thickness	3/8 in (9.5 mm) 450 Brinell



CP130

Detail	Spec
Engine	130hp (97kW) Cummins 3.8 Tier IV Final (Stage IV)
Screed	8 ft - 15 ft (2.43 m - 4.59 m)

Dimensions

Total Weight	22,500 lbs (10,206 kg)
Tractor Weight	18,500 lbs (8,391 kg)
Screed Weight	4,000 lbs (1,814 kg)
Length	167 in (4,242 mm)
Width	121 in (3,073 mm)

Capacities

Hopper Capacity	9.5 tons (8.6 tonnes)
Fuel Tank	32 gal (121 L)
DEF Tank	5 gal (19 L)
Hydraulic Tank	22 gal (83.3 L)
Washdown Tank	6 gal (22.7 L)
Cooling System Capacity	7 gal (26.5 L)

EZCSS Screed

Standard Width	8 ft - 15 ft (2.43 m - 4.59 m)
Maximum Paving Width	17 ft (5.18 m)
Paving Depth (Min./Max.)	1/4 in - 8 in (6 mm - 203 mm)
Main Plate Depth at Center	16 in (406 mm)
Main Plate Depth at Edge	14 in (356 mm)
Extension Plate Depth	8 in (203 mm)
Main/Extension Plate Thickness	3/8 in (9.5 mm) 450 Brinell



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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Prewett Ranch Drive (APN 056-240-032)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Prewett Ranch Drive (APN 056-240-032) attached as Exhibit "1" to the Resolution; and
2. Authorizing the City Manager or designee to execute the Communications Site Ground Lease Agreement in the form approved by the City Attorney.

FISCAL IMPACT

Dish Wireless L.L.C., a Colorado limited liability company ("Dish Wireless"), will pay the City \$2,500 per month in rent over a lease term of up to 25 years. The rent will automatically escalate 3% per year. Dish Wireless will also pay the City a one-time administrative fee of \$12,000.

DISCUSSION

Background

Dish Wireless is proposing to lease 398 square feet of ground space from the City in its proprietary capacity as landowner around an existing PG&E transmission tower near Prewett Ranch Drive (APN 056-240-032) for the installation, operation and maintenance of a new, small, unmanned wireless communication facility. The portion of the property proposed to be leased is currently used as a greenbelt in addition to the easement for PG&E's transmission tower facilities. Dish Wireless is in the process of building out a new standalone nationwide wireless network. Dish Wireless proposes to locate its antenna and radio equipment on the PG&E transmission tower subject to a separate agreement with PG&E, and construct a roofed concrete masonry unit equipment shelter to conceal

its other ground equipment with additional electrical transformer equipment installed nearby.

Analysis

The term of the lease will be for an initial five-year term with automatic renewal options for up to four additional five-year terms, for a total term of up to 25 years. The initial rent will be \$2,500 per month. The rent will escalate annually by 3%. Upon full execution of the lease, Dish Wireless will also pay a one-time administrative fee of \$12,000 to cover staff costs associated with the review and negotiation of this lease.

Dish Wireless will not be able to commence any work at the property until it obtains all applicable and necessary federal, state and local permits and other authorizations, including authorizations from the City in its regulatory capacity, such as zoning and building permits.

Dish Wireless will also be responsible for the maintenance of its facility, including removing graffiti after its receipt of notice. Other than as part of routine maintenance, Dish Wireless cannot modify or alter its facility subject to the lease without the City's prior written consent in the City's proprietary capacity as landowner under the lease.

CEQA

Pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, if approval of the resolution to enter into the Communications Site Ground Lease Agreement comprises a project for CEQA analysis, then the project is categorically exempt under Section 15303 of the State CEQA Guidelines because it meets the conditions for a new, small facility or construction. The proposed unmanned communications facility subject to the Communications Site Ground Lease Agreement is a small facility with no expected significant effect on the environment as the equipment shelter and ground equipment are contained within a small area and the use is accessory to the primary use on-site. This determination reflects the City's independent judgment and analysis.

ATTACHMENTS

A. Resolution

Exhibit 1. Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Prewett Ranch Drive (APN 056-240-032) attached as Exhibit "1"

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE THE COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH
DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR PREWETT RANCH
DRIVE (APN 056-240-032)**

WHEREAS, the City of Antioch ("City") owns the property near Prewett Ranch Drive (APN 056-240-032) ("Property");

WHEREAS, Dish Wireless L.L.C., a Colorado limited liability company ("Dish Wireless"), desires to lease a portion of the Property from the City to install a new, small, unmanned wireless communication facility;

WHEREAS, the City and Dish Wireless have negotiated the Communications Site Ground Lease Agreement ("Agreement") under which Dish Wireless will be granted the right to install, operate and maintain its facility at the Property for an initial five-year term with automatic renewal options for up to four additional five-year terms, for a total term of up to 25 years, subject to the terms and conditions provided in the Agreement, including Dish Wireless obtaining and maintaining all applicable and necessary federal, state and local permits and other authorizations; and

WHEREAS, under the terms of the Agreement, Dish Wireless will pay the City \$2,500.00 per month in rent, the rent will automatically escalate 3% per year, and Dish Wireless will also pay the City a one-time administrative fee of \$12,000.

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

Section 1. Finds the recitals above are true and correct and are incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

Section 2. Approves the Agreement with Dish Wireless attached as Exhibit "1" to this Resolution.

Section 3. Authorizes the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

Section 4. Finds that pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, if approval of the resolution to enter into the Communications Site Ground Lease Agreement comprises a project for CEQA analysis, then the project is categorically exempt under Section 15303 of the State CEQA Guidelines because it meets the conditions for a new, small facility or construction. The proposed unmanned communications facility subject to the

RESOLUTION NO. 2024/xxx

October 22, 2024

Page 2

Communications Site Ground Lease Agreement is a small facility with no expected significant effect on the environment as the equipment shelter and ground equipment are contained within a small area and the use is accessory to the primary use on-site. This determination reflects the City's independent judgment and analysis.

Section 5. Declares that if any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Resolution or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, then all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Resolution, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

Section 6. Declares that this Resolution shall become effective immediately on the date of its passage and adoption by the City Council and shall remain effective until amended, superseded or repealed by a separate resolution adopted by the City Council.

Section 7. Directs the City Clerk to post and/or publish this Resolution as may be required by applicable law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit 1

Site Number: SFSFO00584B
Market: San Francisco

**CITY OF ANTIOCH
COMMUNICATIONS SITE
GROUND LEASE AGREEMENT**

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CITY OF ANTIOCH
COMMUNICATIONS SITE
GROUND LEASE AGREEMENT

THIS 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 **Dish Wireless L.L.C.**, a Colorado limited liability company, with a mailing address of 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**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 is the owner of certain real property located in the City of Antioch, County of Contra Costa, State of California described and depicted in **Exhibit "A"** attached hereto and incorporated by this reference near the north side of the intersection of Prewett Ranch Drive and Candlewood Way, Assessor Parcel Number 056-240-032 (the "**Property**").

B. Lessee desires to lease from Lessor a certain portion of the Property, together with certain access and utility easements, as more fully described and depicted in Section 1 of this Agreement and **Exhibit "B"** attached hereto and incorporated by this reference to operate and maintain ground equipment associated with a wireless communication facility attached to a certain electric transmission tower (the "**Tower**") owned, controlled and/or operated by Pacific Gas and Electric Company located on the Property and where such attachment space on the Tower is leased or licensed to Lessee pursuant to a separate lease, license or similar instrument between Pacific Gas and Electric Company and Lessee.

C. The Lessor, as a proprietary landowner and not a government regulatory agency, desires to lease such Premises (as defined below) to Lessee on the terms and conditions 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.

a. Grant and Scope. Subject to the terms and conditions in this Agreement, Lessor, in its proprietary capacity as the Property owner, leases to Lessee exactly two hundred seventy eight (278) square feet of ground space (the "**Equipment Space**") and one hundred twenty (120) square feet of ground space (the "**Transformer Space**", and collectively with the Equipment Space, the "**Premises**"), as more particularly described and depicted in Exhibit "B", together with a non-exclusive right to use the Cabling Space, the Access Route, Utility Route and Landscape Buffer, all as defined herein and more particularly described and depicted in Exhibit "B" and/or Exhibit "C", for only the Permitted Use as defined herein and for no other purpose whatsoever without Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion for any or no reason. This Agreement and all Lessee's rights and/or privileges to use the Premises, the Cabling Space, the Access Route, the Utility Route and the Landscape Buffer will remain subject and subordinate to all leases, subleases, licenses, sublicenses, easements, reservations, covenants, conditions, restrictions and exceptions, whether recorded or unrecorded, that exist prior to the Effective Date.

b. Premises Condition. Except as may be specifically and explicitly provided otherwise in this Agreement, Lessor makes no warranties or representations whatsoever about the Property's, Premises', Cabling Space's, Access Route's, Utility Route's or Landscape Buffer's condition, fitness or suitability for Lessee's use. Lessee expressly warrants and represents to Lessor that Lessee or its Agent (as defined below) inspected the Property, Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer, and any environmental or other conditions on the Property, Premises, Cabling Space Access Route, Utility Route and Landscape Buffer, and accepts the Premises, Cabling Space Access Route, Utility Route and Landscape Buffer in its present "AS-IS" and "**WITH ALL FAULTS**" condition. Lessee expressly acknowledges and agrees that neither Lessor nor its Agents made any warranties, representations or promises to Lessee or its Agents about the Property, Premises, Cabling Space Access Route, Utility Route and Landscape Buffer, whether in whole or in part, or any aspect about the Property, Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer, which includes, without limitation, any structures or improvements, utilities or Hazardous Materials as defined herein. As used within this Agreement, "**Agent**" means a Party's agent, employee, director, officer, contractor, subcontractor or representative in relation to this Agreement or the Premises.

c. Certified Access Specialist Disclosure. Pursuant to California Civil Code § 1938, and to the extent applicable to this Agreement, Lessor expressly advises Lessee, and Lessee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any Premises in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

d. Subsurface and Utility Improvement Rights. Lessor reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, stormwater sewers, pipelines, manholes and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the Premises, and any part thereof, and to enter the Premises for any and all such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way and

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permits in, over, upon, through, across and along any and all portions of the Premises for the installation, operation and maintenance of public utilities. Lessor shall not exercise any rights reserved under this section in a manner that unreasonably interferes with Lessee's operations or access under this Agreement or to impair the security of any secured creditor of Lessee. Lessor agrees that rights granted to third parties by reason of this section must contain provisions that the surface of the Premises will be restored as nearly as practicable to its original condition upon the completion of any construction.

e. Cabling Space. Lessor grants to Lessee a nonexclusive route over, under and upon the Property (the "**Cabling Space**") in the location(s) described and depicted in Exhibit "B" for the installation, repair, replacement and maintenance of Lessee's wires, cables, conduits and pipes between the Premises and the Tower. Lessor grants the Cabling Space to Lessee for the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility. Lessee's interest in the Cabling Space shall immediately dissolve and any rights granted thereby shall automatically revert back to Lessor upon the expiration of the Restoration Period, and if such Cabling Space is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

f. Landscape Buffer. Lessor grants to Lessee a nonexclusive license for Lessee's use of that certain landscape buffer space on the Property that overlays and/or abuts the Premises (the "**Landscape Buffer**") in the location(s) described and depicted on Exhibit "C" for the installation, replacement and maintenance of weed barrier and compacted gravel ground cover (the "**Landscape Features**") comprised of "California Gold" crushed stone or such other type and quality of gravel as the City may approve in its sole discretion. Lessee shall be solely responsible for maintaining the Landscape Features in good condition, including but not limited repair or restoration of any loss or damage to the Landscape Features, containing such Landscape Features within the Landscape Buffer, and removing any Landscape Features that are found outside of the Landscape Buffer. Lessor shall not remove, limb or otherwise interfere with any existing mature trees or shrubs existing in the Landscape Buffer as of the Effective Date of this Agreement without the City's prior consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessor grants Lessee use of the Landscape Buffer in connection with the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility and the Landscape Features. Lessee's interest in the Landscape Buffer shall immediately dissolve and any rights granted thereby shall automatically revert back to Lessor upon the expiration of the Restoration Period, and if such Landscape Buffer is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

2. Permitted Uses.

a. Permitted Use; Communication Facility. Beginning on the Commencement Date, Lessee may use the: (1) Equipment Space portion of the Premises to (i) transmit and receive radio communication signals within the radiofrequencies licensed to Lessee by the Federal Communications Commission in accordance with all Applicable Laws as defined herein; and (ii) construct, maintain, repair, remove, and operate radio communication equipment, cables, and accessories ("**Communication Facility**"); and (2) the Transformer Space portion of the Premises to construct, maintain, repair, remove and operate electrical transformer equipment on concrete

pad(s) with the associated protective bollards and bollard foundations for the purpose of servicing the Equipment Space, all in the locations and configurations more particularly described and depicted in **Exhibit "C"** attached hereto and incorporated herein (collectively, the "**Permitted Use**"), for purposes reasonably necessary to accomplish the Permitted Use, but for no other purpose whatsoever without Lessor's prior written consent, which Lessor may withhold for any or no reason in Lessor's sole discretion. "**Applicable Laws**" as used herein means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

b. Prohibited Uses. Lessee shall not use the Premises or any areas on the Property (whether in whole or in part) in any unlawful manner or for any illegal purpose. In addition, Lessee shall not use the Premises in whole or in part in any manner that interferes with the maintenance, operation or future operation of Lessor's governmental operations on the Property, or constitutes a nuisance either under Applicable Laws or as determined by Lessor in its sole but reasonable discretion. Lessee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the Premises. Lessee acknowledges and agrees that its rights under this Agreement do not authorize Lessee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the Premises, except signs that may be required under Applicable Laws for site identification and/or public health and safety reasons. Lessee shall not permit the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer to be used by any third parties at any time during the Term in a manner that would impair Lessor's title to or interest in the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription or other similar claims in, to or with respect to the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer. Nothing in this Agreement authorizes Lessee to perform any testing or work on the Tower without also obtaining Pacific Gas and Electric Company's prior consent.

c. Tests. At any time throughout the Term, Lessee will have the right, but not the obligation, to conduct necessary tests, surveys and other reasonably necessary inspections (collectively "**Tests**") on the Premises, Cabling Space, Access Route, Utility Route and/or Landscape Buffer to determine suitability for the Permitted Use; provided that: (1) Lessee has first furnished Lessor with all up-to-date insurance documentation required in Section 20 (Insurance) under this Agreement; (2) Lessee has provided Lessor with at least 24 hours' prior notice; (3) Lessee complies with all of Lessor's reasonable rules and regulations necessary to avoid undue interference with other authorized activities or operations on the Property; and (4) Lessee shall promptly return any areas on the Property affected by any Tests to the condition that existed immediately prior to such Tests, reasonable wear and tear excepted. In the event of an emergency relating to Lessee's Communication Facility, Lessee agrees to diligently comply with this section as soon as reasonably practicable, including providing Lessor with notice of the Tests undertaken in response to such an emergency.

3. Governmental Approvals.

a. Permits and Other Regulatory Approvals. The Parties acknowledge and agree that Lessee shall not commence any work at the Property until Lessee first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require, which includes without limitation a conditional use permit and any other permit obtained through any other City of Antioch department (collectively "Regulatory Approvals").

b. Lessor's Cooperation with Regulatory Approvals. 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 the Communication Facility. 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 Lessor's municipal functions.

c. Regulatory Approval Applications. Lessee must provide to Lessor complete copies of all applications, letters of authorization and related documents for Regulatory Approvals to be filed with any Federal, State, or Local authorities ("Applications") for Lessor's review for consistency with the terms of this Agreement prior to Lessee's submission of Applications to such Federal, State, or Local authorities. Lessor agrees to execute such consistent Applications within a reasonable period of time after Lessor's receipt of Lessee's written request containing the Applications. In no event shall Lessor's consent for any Applications be deemed granted under this Agreement. Lessor shall not be entitled to additional consideration under this Agreement with respect to any of the foregoing. Lessor agrees to be named as the property owner for such Applications and Regulatory Approvals. Lessor may only be named as the applicant if the Federal, State, or Local authorities will not allow Lessee to be directly named as the applicant on such Applications. Lessee shall indemnify, defend and hold harmless Lessor from any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including reasonable attorney fees, whether direct or indirect ("Claims"), to the extent caused by or arising out of Applications and Regulatory Approvals. This indemnification obligation will survive the termination, cancellation or expiration of this Agreement.

d. Proprietary Capacity Acknowledgment. The Parties expressly acknowledge and agree Lessor enters this Agreement solely in its proprietary capacity as the owner or controller of the Property and not in its capacity as a regulatory agency. Lessee acknowledges and agrees that any federal or state laws applicable to Lessor in its regulatory capacity will not be applicable to Lessor in its proprietary capacity and Lessee will not seek to have such laws applied to Lessor or any approval, disapproval, act or failure to act in connection with this Agreement. Lessee further acknowledges and agrees that: (i) only the terms and conditions in this Agreement will govern the criteria and timeframes for Lessor's decisions or actions in its proprietary capacity in response to Lessee's requests for Regulatory Approvals in connection with this Agreement; (ii) any approval or disapproval Lessor may issue in its proprietary capacity in connection with this Agreement will not be deemed to be an approval or disapproval Lessor may be required to issue in its regulatory

capacity, if any; and (iii) any approval or disapproval Lessor may issue in its proprietary capacity will not give preference to Lessee or Lessee's applications over other persons or applications in any regulatory proceeding solely based on this proprietary relationship.

4. Access.

a. Grant of Access. Except as may be specifically provided otherwise in this Agreement, Lessor grants Lessee a nonexclusive license for overland vehicular and pedestrian ingress and egress between the Premises and Prewett Ranch Drive for purposes reasonably related to the Permitted Use only along the route more fully described and depicted in Exhibit "B" (the "Access Route"); (1) during regular business hours (8:00 a.m. to 5:00 p.m. Pacific Time Monday through Friday); or (2) at any time in the event of a bona fide emergency that may cause injury to persons or damage to the Property.

b. Access Notification. Access during regular business hours must be coordinated in advance with not less than forty-eight (48) hours prior notice by email to publicworks@antiochca.gov. In the event of a bona fide emergency that may cause injury to person or damage to the Property, Lessee shall: (1) notify the Antioch Police Department dispatch in advance if such access occurs after 9:00 p.m. and before 6:00 a.m. Pacific Time, and (2) in all events, provide notice of such emergency access to Lessor as soon as reasonably practicable, but in no event later than twenty-four (24) hours after such access, and provide Lessor (i) the date and time of emergency access; (ii) the nature of the event requiring emergency access; and (iii) and the names of the persons and/or company that accessed the Premises.

c. Access Regulations; Parking. Lessee shall not disturb other users or tenants of the Property. Lessor reserves the right to require that Lessee and Lessee's Agents be escorted to the Premises by Lessor or a representative of Lessor. Lessor may impose reasonable rules and regulations on the manner in which Lessee uses the Access Route, which includes without limitation rules and regulations: (1) for the locations in which Lessee, its Agents, Invitees (as defined below) and other personnel may park vehicles and equipment on the Access Route; (2) necessary to secure the Property; and (3) necessary to ensure access to the Property for all users authorized by Lessor. Lessor shall provide any reasonable rules and regulations to Lessee in writing in advance. Lessor will issue to Lessee, and Lessee shall safeguard and not share with others, any keys or codes necessary to access the Premises via the Access Route. 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 over the Property. As used within this Agreement, "Invitee" means the client, customer, invited guest, tenant, subtenant, lessee, assignee and/or sublicensee of a Party in relation to the Premises.

d. 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.

e. Lessor's Access to the Premises. Lessor and its Agents may, after reasonable advance written notice and at any time without advance notice in case of emergency (but with notice to Lessee as soon as reasonably practicable) or for any purpose related to protecting the Property, enter onto and inspect the Premises. During the six (6) months before the expiration of the Term, Lessor may exhibit the Premises to prospective Lessees at times approved by Lessee and in the presence of Lessee or its Agent. In the event of an emergency, Lessor may enter on or pass through the Premises. If, under such emergency circumstances, Lessee is not present to open the Premises, Lessor may enter by any means without liability to Lessee except for failure to exercise reasonable care under the circumstances. Lessor's actions under this section will not constitute an actual or constructive eviction or relieve Lessee of any obligation with respect to making any repair, replacement, or improvement or complying with any law, order, or requirement of any government or other authority. No provision of this section shall be construed as obligating Lessor to perform any maintenance, repairs, alterations or improvements.

5. Utilities.

a. Utility Requirements. Lessee shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "Utilities") under its own account and meters and at its sole cost and expense. Lessor shall reasonably cooperate with Lessee's Utilities providers at no cost to Lessor. Lessor, in its proprietary capacity under this Agreement, shall not provide any Utilities whatsoever to Lessee, except to the extent that it may separately provide such Utilities to the public through separate governmental operations. Under no circumstances shall Lessee "submeter" from Lessor or use any utility service billed by the utility to Lessor.

b. Utility Route. Lessor grants to Lessee a nonexclusive license for a utility route over, under and upon the Property (the "Utility Route") in the location(s) described and depicted in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, cables, conduits and pipes. Lessor grants the Utility Route to Lessee for the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility. Lessee's interest in the Utility Route 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 Route is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

6. Construction.

a. Plans and Specifications. Lessee may not commence any construction or installation activities on the Property that involve new structures or increased loading on existing structures without prior written approval from the City of Antioch Engineer/Director of Public Works or their designee. Lessee shall submit its written request for approval together with complete engineering plans, specifications and a structural analysis report, all in a form reasonably acceptable to the City of Antioch Engineer/Director of Public Works. The City of Antioch Engineer/Director of Public Works may (but is not obligated to) review all or part of such materials and may reasonably approve, conditionally approve or reject them for cause.

b. Manner of Construction. Lessee and its Agents shall perform all work on the Property and Premises in a good, safe and workmanlike manner, in strict compliance with this Agreement and all Applicable Laws. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by Lessor.

c. Lessee's Contractors. Lessee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the Premises. At least ten (10) business days before any work commences on or about the Premises that requires Lessor's prior approval, Lessee shall provide Lessor with: (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present on the Property.

d. Labor and Material Costs. Lessee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing and installing the Communication Facility in accordance with this Agreement and all Applicable Laws. Lessee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the Premises at Lessee's direction or for Lessee's benefit.

e. Coordination; Supervision. Lessee must coordinate all its installation, construction and other work on or about the Premises with Lessor so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, Lessor or Lessor's municipal operations. Lessor may, but will not be obligated to, supervise any construction activities in connection with this Agreement that require Lessor's prior review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon a written demand and reasonable supporting documentation from Lessor, Lessee shall reimburse Lessor for its actual cost to supervise such construction activities, not to exceed \$155.00 per hour.

f. Construction Staging. Lessee and its Agents and Invitees shall not use any surrounding area, including without limitation, any other portion of the Property not exclusively leased by the Lessee as a staging, construction, or storage area without Lessor's prior written consent, which consent by Lessor shall not be unreasonably withheld, conditioned or delayed. Lessor may in its sole but reasonable discretion withhold or revoke its consent to allow Lessee's to use any staging area when Lessee's use unreasonably interferes with other persons or entities authorized to use the Property.

g. As-Built Site Plans. Within ninety (90) days after Lessee completes any subsurface construction, installation or other work on the Property that requires Lessor's prior review and approval, Lessee shall furnish Lessor with as-built site plans that depict all the subsurface equipment and any improvements in the then-current location and configuration. Lessee shall also provide such as-built site plans in a native or portable document format.

h. Modifications and Alterations. Except as expressly provided otherwise in this Agreement, Lessee may not modify or alter Communication Facility in any manner other than as shown on Exhibit "C" without Lessor's prior written consent, which Lessor will not unreasonably withhold or condition. Subject to the preceding sentence, Lessor acknowledges that Lessee, from time to time, may need to upgrade or add new technologies to the Communication Facility based

on its sole discretion as to the need for such upgrade or addition. After Lessee completes any approved modification or alteration, Lessee shall produce or cause to be produced a revised Exhibit "C" that shows all equipment and other improvements comprising the Communication Facility in their current, as-built location and configuration. Such revised Exhibit "C" will not become effective until both Parties sign each page thereto.

i. Routine Maintenance. Routine maintenance means ensuring that the Communication Facility and Premises are kept in good operating condition, in good aesthetic condition in accordance with this Agreement and in safe condition in accordance with all Applicable Laws ("**Routine Maintenance**"). Routine Maintenance includes, but is not limited to, inspections, testing and repairs that are not otherwise modifications or alterations pursuant to Section 6(h) (Modifications and Alterations). Routine Maintenance also includes like-for-like equipment replacements and modifications of existing equipment shown on Exhibit "C" but does not include additional equipment installations not shown on Exhibit "C" or replacement or modified equipment of greater or materially different dimensions or weight. Lessee shall notify Lessor of any Routine Maintenance at least 48 hours in advance of the maintenance by e-mail to publicworks@antiochca.gov. Such notice of Routine Maintenance must include: (1) a schedule with all activities to be performed in connection with the Routine Maintenance; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present at the Property.

j. 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 of Antioch Engineer/Director of Public Works in their sole discretion.

k. 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.

l. Hours of Construction. Lessee's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of users or tenants at the Property. Lessee shall schedule its construction activities between the hours of 8:00 A.M. and 5:00 P.M. Pacific Time Monday through Friday unless approval in writing in advance is obtained from the City of Antioch Director of Public Works/City Engineer, and is otherwise permitted by the City of Antioch Municipal Code.

7. Term.

a. Initial Term. The initial term of this Agreement shall commence on the first day of the month after the Effective Date (the "Commencement Date") and automatically expire five (5) years thereafter unless earlier terminated in accordance with this Agreement ("**Initial Term**").

b. Renewal Term(s). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) 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.

c. Holdover Term. Lessee's right to possess and use the Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer 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, Cabling Space, Access Route, Utility Route, Landscape Buffer or any part of the Property after this Agreement expires or terminates, then: (1) this Agreement will automatically convert to a month-to-month tenancy ("**Holdover Term**"); (2) the Rent shall automatically increase one hundred thirty-five percent (135%) over the Rent in effect at that time ("**Holdover Rent**") and will continue to increase in accordance with Section 8(b) (Annual Rent Escalator); (3) either Lessor or Lessee may terminate the Holdover Term on 30 days' prior written notice for any or no reason thereby automatically commencing the Restoration Period on the effective date of such termination; and (4) all other terms and conditions in this Agreement shall continue. There is no right to a Holdover Term in this Agreement.

8. Rent.

a. Base Rent. Lessee shall pay to Lessor the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month ("**Rent**") commencing on the Commencement Date with the initial Rent payment due to Lessor within forty-five (45) days following the Commencement Date; thereafter, Lessee shall pay to Lessor each subsequent Rent payment in advance on or before the first day of each calendar month.

b. Annual Rent Escalator. Commencing on the first annual anniversary of the Commencement Date, and on each subsequent annual anniversary thereafter through the Term and any Holdover Term, Rent shall automatically increase three percent (3%) over the Rent or Holdover Rent, as may be applicable, in effect during the immediately prior twelve (12) months.

c. Administrative Fee. Separate from Rent, Lessee shall pay to Lessor a one-time fee of Twelve Thousand and 00/100 Dollars (\$12,000.00) ("**Administrative Fee**") due to Lessor within forty-five (45) days after the Effective Date. The Administrative 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 Administrative Fee upon the full execution of this Agreement, and that the Administrative Fee does not constitute Rent or any offset to Rent or any other amount due from Lessee to Lessor.

d. Late Fee. If Lessee fails to timely and fully pay any Rent or other amount payable to Lessor, such amounts due and owing will be subject to a late charge equal to twelve percent

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(12%) of such unpaid amounts ("**Late Fee**"). The Parties agree that such Late Fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

e. Interest. Any Rent and all other amounts payable to Lessor will bear interest at the greater of (i) ten percent (10%) per annum or (ii) the highest rate permitted by Applicable Law from the due date when not paid within ten (10) days after due and payable to Lessor. Any sums received shall be first applied toward any costs of collection and/or attorneys' fees incurred by Lessor pursuant to this Agreement, then to interest, then to Late Fees, and lastly to the principal amount owed. Any interest or Late Fee payments alone will not excuse or cure any default by Lessee.

f. Payments. Lessee shall ensure that all payments to Lessor include Lessee's site number. Payments shall be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other payee and address as may be determined from time to time and upon notice to Lessee pursuant to Section 28 herein. Lessee shall make payments due and owing to Lessor pursuant to this Agreement separate from any other payments that Lessee may owe to Lessor: (i) in Lessor's proprietary capacity pursuant to any other agreements; or (ii) in Lessor's regulatory capacity. Any written notice required pursuant to Section 28 tendered to the address specified in this section is invalid and not considered to be tendered to Lessor, except to the extent the addresses in this section and Section 28 are the same. No payment by Lessee or receipt by Lessor of a lesser amount than payment due will be deemed to be other than a payment made on account toward the total payment due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Lessor's acceptance of such checks or payment will be without prejudice to Lessor's right to recover the balance of the amount due or pursue any other remedy in this Agreement. Lessee may require receipt of a validly completed IRS Form W-9 (or its equivalent) prior to the duty to tender the Rent and any other amounts due under this Agreement.

9. Maintenance and Repairs.

a. Lessee's Maintenance Obligations. Throughout the Term and any Holdover Term, Lessee, at its sole cost and expense, shall maintain, repair and secure its Communication Facility and all other personal property and improvements brought onto the Property in good, orderly and safe condition. Lessee shall keep the Premises free of debris, graffiti and any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference in Lessor's sole but reasonable discretion, and shall correct any such conditions within forty-eight (48) hours after receipt of written notice.

b. Graffiti. Lessee shall abate any graffiti, household trash, litter, debris, any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference in Lessor's sole but reasonable discretion, or any other public nuisance that arises from Lessee's use of the Premises, within forty-eight (48) hours after Lessor's notification to Lessee of same. Lessor may, in Lessor's sole but reasonable discretion, extend the period of time for Lessee's abatement after Lessor's receipt of a request from Lessee that includes a showing of good cause for such extension.

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c. Lessee's Duty to Repair to Property. Throughout the Term of this Agreement, Lessee shall promptly repair any damage to any area where it enjoys exclusive control, which includes the Premises. 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 Agents' construction, operation, maintenance, omissions, or other use in connection with the Communication Facility. Lessee shall immediately provide Lessor with written notice of damage caused by Lessee to the Property or Lessor's improvements. 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 Lessor, 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.

d. Removal of Vegetation. Lessee has the right, at Lessee's sole cost and expense, to remove vegetation from the Premises where such vegetation interferes with or presents a hazard to Lessee's use of the Premises. If Lessee removes any such vegetation, Lessee must immediately dispose of the removed vegetation, at Lessee's sole cost and expense, off of the Property and in accordance with Applicable Laws. Before Lessee may remove any other obstructions from any other portion of the Property other than the Premises, Lessee must obtain Lessor's prior written approval.

e. Routine Generator Testing. Lessee shall schedule any routine testing of any generator equipment approved on Exhibit "C" between the hours of 9:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday unless prior written approval is obtained from the City of Antioch Director of Public Works/City Engineer and is otherwise permitted by the City of Antioch Municipal Code.

f. Lessor's Maintenance Obligations. 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 on the Property. In the event of any such impairment, Lessor shall provide alternate access to the Premises. Lessor shall not be responsible for repairs or maintenance in connection with the Communication Facility or Premises or for any associated costs except to the extent caused by Lessor or its Agents. Lessor shall maintain the Access Route in a manner sufficient to allow access, weather and seasonal conditions permitting. Lessee acknowledges that the Access Route as currently constructed and maintained is sufficient to provide it with access. Lessor, under no circumstances, shall be required to expand or enlarge the Access Route.

g. 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 regulatory capacity, and in full compliance with all applicable federal, state, and local laws and regulations.

10. 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.

11. Removal and Restoration; Reconveyance.

a. Within ninety (90) calendar days after this Agreement expires or terminates ("Restoration Period"), Lessee, at its sole expense, shall (i) cause the immediate cessation of all its radio transmissions from the Property; and (ii) completely remove Lessee's facilities, equipment and improvements to a depth of six (6) feet; (iii) restore the Premises and any affected areas of the Property to its original condition as it existed before the Effective Date, excluding ordinary wear and tear; (iv) surrender the Premises to Lessor; and (v) if Lessee has recorded a memorandum of this Agreement or any other documents in Lessor's Property chain of title with the Contra Costa County Recorder's Office, 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 pursuant to Section 29(i).

b. Notwithstanding any other provision of this Agreement, Lessee's obligation to pay the Rent or Holdover Rent as applicable hereunder shall continue and Lessee shall be deemed in actual possession of the Premises until Lessee has complied with all removal, restoration, surrender and reconveyance requirements of this Agreement.

12. 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.

13. Interference with Communications.

a. Lessee's Interference Obligations. Lessee shall not operate the Equipment, cause or allow others to operate the Equipment or use the Premises in a manner that causes interference with other communication transmission or reception equipment lawfully used by Lessor, its Agents or any third parties authorized by Lessor to use the Property existing as of the Effective Date. Any such interference will be deemed a default under this Agreement and, after Lessee receives notice that such interference exists, Lessee will be responsible to promptly eliminate any such interference at no cost to Lessor. Lessor agrees to reasonably cooperate with Lessee's efforts to locate the interference source. In the event that Lessee does not promptly cure such interference within seventy-two (72) hours following notice, Lessee shall reduce power or cease operations of the interfering Equipment until the interference is cured. The Parties acknowledge that continued interference with communication transmission or reception equipment lawfully used by Lessor, its Agents or any third parties authorized by Lessor to use the Property may result in irreparable harm and, therefore, Lessor will have the right to bring an action against Lessee to enjoin such interference or terminate this Agreement.

b. Lessor's Governmental Communications. Lessee acknowledges that Lessor may use communications equipment on the Property in connection with its governmental or regulatory functions, that such equipment and/or the frequencies on which such equipment operates may change from time to time, and that communications in connection with Lessor's governmental or regulatory functions are paramount over Lessee's operations. Notwithstanding anything in this Agreement to the contrary, any interference with Lessee's operations or Communication Facility caused by any communications equipment used by Lessor in its governmental or regulatory capacity in connection with its governmental or regulatory functions: (1) will not be a default under this Agreement; (2) will not entitle Lessee to demand a cure to such interference; and (3) will not entitle Lessee to bring any judicial action for any injunction. Notwithstanding the foregoing, Lessor agrees to reasonably cooperate with Lessee's efforts to locate the interference source and make a good faith effort to resolve the interference with Lessee's operations or Communication Facility in a manner that does not diminish Lessor's governmental or regulatory functions and use of its communications equipment within seventy-two (72) hours following notice from Lessee. The provisions in this section shall not preclude Lessee's right to seek relief from the FCC in accordance with the FCC's rules and regulations.

14. Taxes.

a. Title to Lessee's Equipment and Improvements. Lessee's Communication Facility, equipment and other improvements constructed, installed or placed on the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer by Lessee or at Lessee's request or direction will be and at all times remain Lessee's personal property and will not be deemed fixtures or real property for any purpose, whether such objects would be deemed fixtures or real property under Applicable Laws or not.

b. Possessory Interest Taxes. Lessee understands and acknowledges that: (1) this Agreement and/or any improvements placed on the Property may create a possessory interest, as defined in California Revenue and Taxation Code § 107, subject to taxation; (2) Lessee will be required to timely pay any and all such possessory interest taxes; and (3) any transfer, assignment or sublicense in connection with this Agreement, and any options to extend or renew this Agreement, may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement. Lessee further acknowledges that Lessee will have no Claim for damages against Lessor for any possessory interest taxes levied against the Premises, Communication Facility or improvements because it received actual notice that this Agreement may create a possessory interest and that Lessee would be solely liable for any and all taxes levied on such possessory interest.

c. Lessee's Tax and Assessment Obligations. Lessee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever (collectively, "**Impositions**"), which includes without limitation any possessory interest taxes, that arise from or in connection with Lessee's uses on the Premises or the Communication Facility that may be imposed on Lessee under Applicable Laws. Lessee shall not allow or suffer any lien for any Impositions to be imposed on the Premises or Communication Facility. In the event that Lessor receives any Imposition notices on or in connection with the Premises or Communication Facility, Lessor shall promptly (but in no event later than thirty (30) calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to the Communication Facility.

d. Lessee's Right to Contest Taxes or Assessments. Lessee will have the right to contest any Impositions that Lessee disputes in good faith, so long as no lien attaches to the Property and Lessee complies with any bond, deposit, collateral or other requirements under Applicable Law.

15. Liens. Lessee shall keep the Premises free and clear from any and all liens or other impositions in connection with any work performed, material furnished or obligations incurred by or for Lessee. Lessee will inform all contractors and material suppliers that provide any work, service, equipment or material to Lessee in connection with the Premises that the Premises is public property not subject to any mechanics' liens or stop notices. If any Lessee contractor or material supplier files any lien or imposition that attaches to the Premises, Lessee shall promptly (but in no case later than thirty (30) days after discovery) cause such lien or imposition to be released. In the event that Lessee does not cause such lien or imposition to be released within the thirty (30) day period, Lessor will have the right, but not the obligation, to cause such lien or imposition to be

released in any manner Lessor deems proper, which includes without limitation payment to the lienholder, with or without notice to Lessee. Lessee shall reimburse Lessor for all costs and expenses incurred to cause such lien or imposition to be released (which includes without limitation reasonable attorneys' fees) within ten (10) days after Lessee receives a written demand from Lessor together with reasonable documentation to support such costs and expenses. Lessee shall give Lessor ten (10) days' written notice prior to its commencement of construction or performance of any work on or about the Premises so Lessor shall have the opportunity to post notices of non-responsibility or other notices which may prevent a lien from attaching to Lessor interest in the Premises or the structure.

16. Default.

a. Material Default. A material default and breach under this Agreement ("**Default**") shall be deemed to occur when:

i. Lessee does not deliver any sums due under this Agreement within twenty (20) calendar days after receipt of written notice from Lessor;

ii. A defaulting Party does not observe or perform any non-monetary term under this Agreement within the time period as required in this Agreement or, if no time period is specified, not more than thirty (30) calendar days after receipt of written notice from the non-defaulting Party; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, the defaulting Party promptly commences to cure when it receives written notice from the non-defaulting Party, and the defaulting Party diligently prosecutes its cure to completion; or

iii. Lessee attempts in any manner to exclude Lessor from the Property outside the Premises, except as provided in this Agreement.

b. Sums Paid During Default. Neither Lessee's payment nor Lessor's or its Agents' acceptance of any Rent or any other sums due to Lessor or its Agents under this Agreement during any such Default will be deemed to cure any such Default, waive Lessor's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim Lessor may have for further or additional sums.

c. Event of Default Costs. All costs reasonably incurred by the non-defaulting Party in connection with an Event of Default, as defined herein, of the other party, including, but not limited to, all costs, expenses and actual accountants' appraisers', attorneys' and other professional fees, and any collection agency or other collection charges, shall be due and payable by the defaulting Party to the non-defaulting Party within thirty (30) days following the defaulting Party's receipt of the non-defaulting Party's demand. For the purposes of the foregoing "**Event of Default**" shall mean the continuing default by a defaulting Party of its duties or obligations under this Agreement after receipt of written notice of the Default from the non-defaulting Party, and, if expressly applicable hereunder, the expiration of all applicable periods to cure the Default.

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d. Cumulative Remedies. Except as may be specifically provided otherwise in this Agreement, any and all rights, benefits and/or remedies provided or afforded to either Party under this Agreement or any other instrument or document executed pursuant to this Agreement are and will be cumulative and not exclusive of any legal or equitable rights, benefits or remedies available to either Party under Applicable Laws.

17. Expiration and Termination.

a. Grounds to Terminate. In addition to any other provision in this Agreement that authorizes Lessor or Lessee to terminate this Agreement, this Agreement may be terminated as follows:

i. by either Lessor or Lessee upon thirty (30) days' written notice when the other remains in Default beyond any applicable cure period, as may be extended;

ii. upon one hundred eighty (180) 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 17(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.

18. Damage or Destruction of Premises. If the Premises, in whole or in part, becomes damaged or destroyed due to any cause, Lessor will have no obligation to repair, rebuild or replace the damaged or destroyed Premises. If the Premises, in whole or in part, becomes so damaged or destroyed that it materially impairs Lessee's Permitted Use, and such damage or destruction resulted from a cause not attributable to Lessee or any other person or entity affiliated with Lessee or under Lessee's direction or control, Lessee may elect to terminate this Agreement within sixty (60) days after such damage or destruction occurs.

19. Condemnation.

a. Permanent Takings. If any entity with the power to condemn permanently takes any Premises in whole or in part, or if Lessor transfers the Premises (in whole or in part) to such entity in lieu of eminent domain, the following provisions will apply:

i. This Agreement will automatically terminate on the date the permanent taking or transfer occurs. Lessor will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Lessee hereby expressly waives any right or claim to any portion thereof, including any Claim for loss of business or goodwill. All damages, whether awarded as compensation for diminution in value of the Agreement or to the fee of the Premises, shall belong to Lessor. Lessee will have no Claim against Lessor for the value of any unexpired Term of this Agreement or otherwise except that Lessee may claim any portion of the award that is specifically allocable to Lessee's loss or damage to Communication Facility or other trade fixtures or personal property.

ii. If Lessor transfers the Premises (in whole or in part) to any entity with the power to condemn in lieu of eminent domain, the proceeds from such transfer shall be distributed in the same manner as in a condemnation.

iii. The Parties understand, acknowledge and agree that this Section 19(a) is intended to fully govern the Parties' rights and obligations in the event of a permanent taking. Each Party hereby waives and releases any right to terminate this Agreement in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Applicable Laws to the extent applicable to this Agreement.

b. Temporary Takings. Any taking that affects the Premises in whole or in part for less than ninety (90) days will have no effect on this Agreement, except that Lessee will be entitled to a pro-rata abatement in the Rent to the extent that such temporary taking materially impairs Lessee's use of the Premises. Furthermore, in the event that Lessor receives an award, if any, in connection with such temporary taking, Lessee will receive the portion from the award that represents compensation for the use or occupancy of the Premises during the Term but not to exceed the Rent payable by Lessee for the period of the taking, and Lessor will retain the balance of the award.

20. 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 20 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 Lessor. 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. After the full execution of this Agreement, Lessee shall provide prompt written notice to Lessor if any such deductibles or self-insured retentions change.

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 20 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; provided, however, that Lessor may not exercise its right to modify these requirements more than once every three (3) years from the date of the last modification.

21. Assignment; Sublease.

a. Assignments and Transfers. Lessee may assign or transfer this Agreement in whole at any time without Lessor's consent (i) to any entity which Lessee directly or indirectly Controls; (ii) to any entity which directly or indirectly Controls Lessee; (iii) to any entity directly or indirectly under Common Control with Lessee; or (iv) to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide Lessor with written notice of such an assignment no later than thirty (30) days following the date of such an assignment. As used in this section, "Control" means (1) as to a corporation, stock ownership with the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock, issued and outstanding, of the controlled corporation; or (2) as to partnerships and other business association forms, more than fifty percent (50%) ownership of the beneficial interest and voting control of such association. As used in this section, "Common Control" means two or more entities that are Controlled by a same third entity. Any other assignment or transfer of this Agreement in whole or in part shall require Lessor's prior written approval, which approval Lessor shall not unreasonably withhold, delay or condition. Any assignment or transfer that violates this Section 21(a) (Assignments and Transfers) shall be deemed void and without any legal effect whatsoever, and Lessor shall have the right (but not the obligation) to terminate this Agreement upon written notice to Lessee. This section shall not preclude Lessee's right to enter into standard roaming agreements allowing subscribers of other wireless carriers to use Communication Facility specifically constructed for Lessee's use.

b. Sublease. Lessee may not sublease, sublicense, or in any other manner allow a third Party to occupy or use the Premises, or any portion thereof, without Lessor's prior written consent, which Lessor may withhold, condition or deny for any or no reason. Any act that violates this Section 21(b) (Sublease) shall be deemed to be a material default by Lessee and Lessor shall have the right (but not the obligation) to exclude any unauthorized third parties from the Property.

c. Continuing Obligations after Transfer. No assignment, sublease or other transfer, whether with Lessor's consent or not, will relieve Lessee from any obligation under this Agreement unless: (1) Lessor expressly releases Lessee from such obligations in a written release signed by the City Manager; (2) Lessee's transferee demonstrates the present ability to perform such obligations to the City Manager's satisfaction; and (3) Lessee's transferee expressly and irrevocably assumes such obligations in a writing signed by Lessee's transferee. Any assignment, sublicense or other transfer that is not in compliance with this Section 21 (Assignment; Sublease) will be deemed to be a material default by Lessee. Any payment by any third-party person or entity accepted by Lessor in connection with this Agreement will not be deemed to waive any provision or obligation in this Agreement or be construed to be consent by Lessor to any assignment or sublease.

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, upon Lessee's written request, Lessor shall, at Lessee's sole cost and expense, use commercially reasonable efforts obtain and furnish to Lessee a non-disturbance agreement for each such mortgage. If Lessor fails to provide any non-disturbance agreement pursuant to the foregoing within a reasonable period of time, 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; Limitation of Liability.**

a. **General Indemnification Obligations.** Lessee, for itself and its successors and assigns, shall indemnify, defend and hold Lessor, its Agents, Invitees, elected and appointed officials and volunteers (the "**Indemnified Lessor Party(ies)**") harmless from and against any and all Claims incurred in connection with or arising in whole or in part from any act or omission by Lessee or its Agents or Invitees in connection with this Agreement or the Communication Facility, whether any negligence may be attributed to any Indemnified Lessor Parties or not, whether any liability without fault is imposed or sought to be imposed on any Indemnified Lessor Parties or not, but except to the extent that that such Claim is directly and exclusively caused by Lessor's sole active negligence or willful misconduct. Lessee's obligations under this Section 23 include, without limitation, all reasonable fees, reasonable costs and expenses for attorneys, consultants and experts, and Lessor's actual costs to investigate and defend against any Claim. Lessee expressly acknowledges and agrees that: (a) Lessee has an immediate and independent obligation to defend any Indemnified Lessor Parties from any Claim that actually or potentially falls within this Section 23, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (b) Lessee's obligations arise at the time any Indemnified Lessor Parties tender a Claim to Lessee and continue until such Claim's final, non-appealable resolution. Lessee's obligations under this Section 23 shall survive this Agreement's revocation, termination or expiration.

b. **Lessor's Indemnity.** The absence of Lessor's indemnification of Lessee under this Agreement shall not be construed to limit or waive any statutory or legal rights in equity or at law that Lessee may have against Lessor for (i) the negligent, willful or intentional acts or omissions of Lessor or Lessor Party in connection with this Agreement; (ii) Lessor's breach of this Agreement; or (iii) a breach of any representation, warranty or covenant of Lessor contained or incorporated in this Agreement.

c. Negligent or criminal acts by members of the public using the Property shall not be deemed to be the liability or responsibility of Lessor.

d. Limitation of Liability. Lessee expressly acknowledges and agrees that the Rent or any other sums payable to Lessor under this Agreement do not consider any potential liabilities for consequential or incidental damages. Lessor would not willingly enter this Agreement without a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to Lessor's or its Agents' acts or omissions, and Lessee expressly assumes the risk with respect thereto. Accordingly, without limiting Lessee's indemnification obligations or other waivers contained in this Agreement and as a material consideration for this Agreement, Lessee fully releases, waives and discharges forever any and all Claims against Lessor for consequential and/or incidental damages that arise from or in connection with this Agreement, which includes without limitation any lost profits from disruption to the Communication Facility, any interference with uses or activities conducted by Lessee under this Agreement, from any cause whatsoever, and whether due to Lessor's or its Agents' active or passive negligence or willful misconduct or not, and covenants not to sue for such damages Lessor, and the City of Antioch's other departments, and all City of Antioch agencies, officers, directors and employees, and all persons acting by, through or under them.

e. 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. No elected or appointive board, agency, member, officer, employee or other Agent of Lessor will be personally liable to Lessee, its successors and assigns, in the event of any Default or breach by Lessor or for any amount which may become due to Lessee, its successors and assigns, or for any obligation of Lessor under this Agreement.

f. This Section 23 shall survive the termination, cancellation or expiration of this Agreement.

24. Hazardous Materials.

a. 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.

b. 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.

c. "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 Regulatory 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.

d. This Section 24 shall survive the termination, cancellation or expiration 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.

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Site Number: SFSFO00584B
Market: San Francisco

27. **Relocation.** If Lessor desires to repair, redevelop, modify, remodel or in any way alter Lessor's improvements on Premises or the Property ("**Redevelopment**"), Lessor shall use commercially reasonable efforts to accommodate Lessee's continuing use of the Premises. Lessee agrees to reasonably cooperate with Lessor regarding such Redevelopment. If any proposed Redevelopment necessitates the relocation of the Communication Facility, Lessor shall give Lessee at least ninety (90) business days prior written notice and Lessee shall relocate the Communication Facility to another mutually agreed upon location at Lessee's sole cost and expense unless deemed any emergency by Lessor in its sole but reasonable discretion, then within ten (10) days prior written notice. The Parties shall amend this Agreement to reflect such relocation.

28. **Notices and Deliveries.**

a. Any notice or demand required to be given herein shall be made in writing and sent by United States Postal Service certified or registered mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, courier fee prepaid, to the address of the respective Parties set forth below in this subsection (a):

Lessor: City of Antioch, California
Attn: City Manager's Office – LEGAL Notice
P.O. Box 5007
Antioch, CA 94531

With a true and complete copy to:

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

Lessee: Dish Wireless L.L.C.
Attn: Lease Administration/SFSF000584B
5701 South Santa Fe Dr.
Littleton, Colorado 80120

b. All notices, demands or other correspondence in connection with this Agreement will be deemed to have been delivered upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or the date an attempt to make delivery fails if undeliverable to the specified address. Any copies required to be given constitute an administrative step for the Parties' convenience and not actual notice. The Parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

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c. Lessor's designated payee is:

City of Antioch
A/R Finance Department
Attention: Finance Director
P.O. Box 5007
Antioch, CA 94531

d. Lessor may from time to time designate any other payee and address for the payee by written notice to Lessee.

29. Miscellaneous.

a. Interpretation; Construction.

i. The recitals set forth in this Agreement are true and correct.

ii. The section captions in this Agreement are included for the Parties' convenience and reference and do not define or limit the scope or intent of any provision in this Agreement.

iii. This Agreement has been jointly negotiated and, although formulated at the outset by counsel for Lessor, the Agreement has been reviewed by counsel for Lessee, and each such counsel has participated in the preparation of the final Agreement. The language used in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party, and it is agreed that no provision hereof shall be construed against any Party hereto by virtue of the activities of that Party or such Party's attorneys.

iv. Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.

v. References in this Agreement to "days" mean calendar days, unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday or a bank or City of Antioch holiday. If the last day in any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day.

vi. Unless expressly provided otherwise, references in this Agreement to codified statutes and regulations will be interpreted to refer to such statutes and regulations as the same may be duly amended, recodified or superseded.

vii. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined

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terms encompass all their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.)

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. Recording of Memorandum. Lessor acknowledges that a memorandum of this Agreement, in a form to be mutually agreed to by the Parties, may be recorded in the Official Records of the County where the Property is located by Lessee at Lessee's sole cost and expense. Except as maybe otherwise provided within this Agreement, Lessee shall have no right to record

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any other documents or instruments against Lessor's title to the Property without Lessor's prior written consent which may be withheld, conditioned or denied by Lessor for any or no reason in Lessor's sole discretion. Upon termination or expiration of this Agreement or any Holdover Term, Lessee, at its sole cost and expense, shall execute and cause to be recorded a legally-sufficient document to terminate all of Lessee's rights in the Property in favor of Lessor, and provide Lessor with the recorded original ("**Release and Termination of Agreement**"). Notwithstanding any other provision in this Agreement, Rent or Holdover Rent (as applicable) shall continue until Lessee is in full compliance with the requirements of this section. In addition, Lessee hereby appoints Lessor its irrevocable agent for the sole purpose to cause a Release and Termination of Agreement to be created and recorded in the event that Lessee fails to perform the obligations required herein and after written notice from Lessor. The Parties specifically recognize that Lessor has the specific power coupled with the interest in the Property to do all those things set out in and pursuant to this section after thirty (30) days' written notice to Lessee.

j. 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. Notwithstanding anything herein to the contrary, in the event that the Cabling Space, Access Route or Utility Route are not described and depicted on Exhibit "B" and/or Exhibit "C" as of the Effective Date and prior to Lessee's commencement of the initial construction of the Communication Facility, the Parties agree that Exhibit "B" and Exhibit "C" may be revised one (1) time, at Lessee's sole cost and expense, to include or revise the Cabling Space, Access Route and Utility Route legal descriptions, surveys, and depictions on construction drawings as may be necessary prior to Lessee's commencement of the initial construction of the Communication Facility, subject to Lessor's acceptance of such revised exhibit(s) in Lessor's sole discretion. Lessor shall signify its acceptance of such revised exhibit(s) by initialing each page of such revised exhibit(s), after which the original exhibit(s) shall be deemed replaced and superseded without the need for further amendment of this Agreement. In no event shall Lessee commence the initial construction of the Communication Facility until the Cabling Space, Access Route and Utility Route are described and depicted on Exhibit "B" and Exhibit "C" as required by this Agreement.

k. 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.

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 Municipal Code, and the California Government Code §§ 810 *et seq.*

m. False Claims Act. Lessee agrees that any Claim submitted to Lessor must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Lessee acknowledges that if a false claim is submitted

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to Lessor by Lessee, it may be considered fraud and Lessee may be subject to criminal prosecution. Lessee acknowledges that the False Claims Act, California Government Code §§ 12650 *et seq.*, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Lessor seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Lessee acknowledges that the filing of a false claim may subject Lessee to an administrative debarment proceeding as the result of which Lessee may be prevented to bid on any public work or improvement for a period of up to five (5) years.

n. 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

o. 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).

p. No Relocation Assistance. This Agreement does not create any right in Lessee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such laws may apply, Lessee waives, releases and relinquishes forever any and all Claims that it may have against Lessor for any compensation from Lessor except as provided in Section 19 (Condemnation).

q. Estoppels. Lessee, at any time and from time-to-time on not less than thirty (30) days' notice from Lessor, shall execute, acknowledge and deliver to Lessor or its designee, an estoppel certificate which states: (1) that Lessee has accepted the Premises (or, if Lessee has not done so, that Lessee has not accepted all or any part of the Premises and specifying the applicable portions of the Premises and reasons for non-acceptance); (2) the Commencement Date, Effective Date and expiration date for this Agreement; (3) that this Agreement is unmodified and in full force and effect or, if modified, the manner in which this Agreement is modified; (4) whether any defenses then exist against the enforcement of any of Lessee's obligations under this Agreement (and if so, specifying the same); (5) whether any of Lessor's obligations under this Agreement are outstanding (and if so, identifying any Lessor obligations that Lessee believes that Lessor has failed to meet); (6) the dates, if any, to which Rent has been paid; (7) the number and identity of all sublicensees, if any, on the Premises, and the dates on which such sublicensees commenced

JCS

Site Number: SFSFO00584B
Market: San Francisco

and terminated their use or occupancy on the Premises; and (8) any other information that may be reasonably required by any such persons.

r. Brokers. The Parties represent to each other that neither has had any contact, dealings or communications with any broker in connection with this Agreement, whose commission, if any, would be paid pursuant to a separate written agreement between such broker and such Party with which such broker contracted. If any broker perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, Lessee shall indemnify Lessor from all Claims brought by the broker. The representations and indemnification obligations in this section will survive the expiration, cancellation or termination of this Agreement.

s. Submission of Agreement. The submission of this Agreement to the Parties or 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.

t. Execution; Counterparts. The Parties warrant and represent to each other that the person who executes this Agreement on their behalf has the full power and authority to enter this Agreement, and that any approvals or authorizations necessary to enter this Agreement have been obtained. This Agreement may be executed simultaneously or in one or more counterparts. If the Parties elect to execute this Agreement in one or more counterparts, Lessee shall execute first, Lessor shall execute second, each executed counterpart will be deemed to be an original, but all counterparts taken together will constitute one and the same agreement.

SIGNATURES ON NEXT PAGE

zcs

Site Number: SFSFO00584B
Market: San Francisco

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: _____
Kwame Reed
Acting City Manager

Date: _____

ATTEST:

By: _____
Ellie Householder, MPP
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith
City Attorney

Lessee:

DISH WIRELESS L.L.C., a Colorado limited liability company

By: _____
Satish Sharma
Print Name: _____
Executive VP
DISH Wireless

Print Title: _____

Date: 8/13/2004

Site Number: SFSFO00584B
Market: San Francisco

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Property of which Premises are a part is described as follows:

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 93-180523 O.R.:

PARCEL "A" AS SHOWN ON SUBDIVISION 7619 FILED JULY 8, 1993 IN BOOK 367 OF MAPS, PAGES 1-11,
CONTRA COSTA COUNTY RECORDS

EXHIBIT "B"

**DESCRIPTION OF PREMISES, CABLING SPACE, ACCESS ROUTE AND UTILITY
ROUTE**

Legal descriptions and survey stamped by professional land surveyor "d'Artagnan Alba" appear behind this cover (4 additional pages). On the following pages, the "Equipment Space" portion of the "Premises" is referred to as the "Equipment Lease Area", the "Transformer Space" portion of the "Premises" is referred to as the "Transformer Lease Area", and the "Utility Route" is referred to as the "Utility Easement".

EXHIBIT "A-1"

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 93-180523 O.R.:

PARCEL "A" AS SHOWN ON SUBDIVISION 7619 FILED JULY 8, 1993 IN BOOK 367 OF MAPS, PAGES 1-11, CONTRA COSTA COUNTY RECORDS

PROPOSED EQUIPMENT LEASE AREA LEGAL DESCRIPTION:

BEING A PORTION PARCEL "A" AS SHOWN ON SUBDIVISION 7619 FILED JULY 8, 1993 IN BOOK 367 OF MAPS, PAGES 1 THROUGH 11, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL "A", THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL N 09°54'14" E, A DISTANCE OF 41.82 FEET; THENCE CONTINUING ALONG SAID BOUNDARY LINE N 20°26'20" W, A DISTANCE OF 193.45 FEET; THENCE LEAVING SAID BOUNDARY LINE, S 70°08'00" W, A DISTANCE 142.71 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE S19°52'00"E, A DISTANCE OF 17.33 FEET;
COURSE 2) THENCE S70°08'00"W, A DISTANCE OF 16.00 FEET;
COURSE 3) THENCE N19°52'00"W, A DISTANCE OF 6.00 FEET TO POINT "A";
COURSE 4) THENCE CONTINUING N19°52'00"W, A DISTANCE OF 11.33 FEET;
COURSE 5) THENCE N70°08'00"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING:

CONTAINING 278 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE TRANSFORMER LEASE AREA CONTAINING 398 SQUARE FEET MORE OR LESS.



EXHIBIT "A-2"

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 93-180523 O.R.:

PARCEL "A" AS SHOWN ON SUBDIVISION 7619 FILED JULY 8, 1993 IN BOOK 367 OF MAPS, PAGES 1-11, CONTRA COSTA COUNTY RECORDS

PROPOSED TRANSFORMER LEASE AREA LEGAL DESCRIPTION:

BEING A PORTION PARCEL "A" AS SHOWN ON SUBDIVISION 7619 FILED JULY 8, 1993 IN BOOK 367 OF MAPS, PAGES 1 THROUGH 11, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL "A", THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL N 09°54'14" E, A DISTANCE OF 41.82 FEET; THENCE CONTINUING ALONG SAID BOUNDARY LINE N 20°26'20" W, A DISTANCE OF 132.85 FEET; THENCE LEAVING SAID BOUNDARY LINE, S 70°08'00" W, A DISTANCE 145.38 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE S70°08'00"W, A DISTANCE OF 13.33 FEET;
COURSE 2) THENCE N19°52'00"W, A DISTANCE OF 9.00 FEET;
COURSE 3) THENCE N70°08'00"E, A DISTANCE OF 13.33 FEET;
COURSE 4) THENCE S19°52'00"E, A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING:

CONTAINING 120 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE EQUIPMENT LEASE AREA CONTAINING 398 SQUARE FEET MORE OR LESS.



EXHIBIT "A-3"

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

BEING A 2.00 FOOT WIDE STRIP UNDER ACROSS AND THROUGH PORTION OF PARCEL "A" AS SHOWN ON SUBDIVISION 7619 FILED JULY 8, 1993 IN BOOK 367 OF MAPS, PAGES I THROUGH II, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, LYING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

STRIP NO. 1

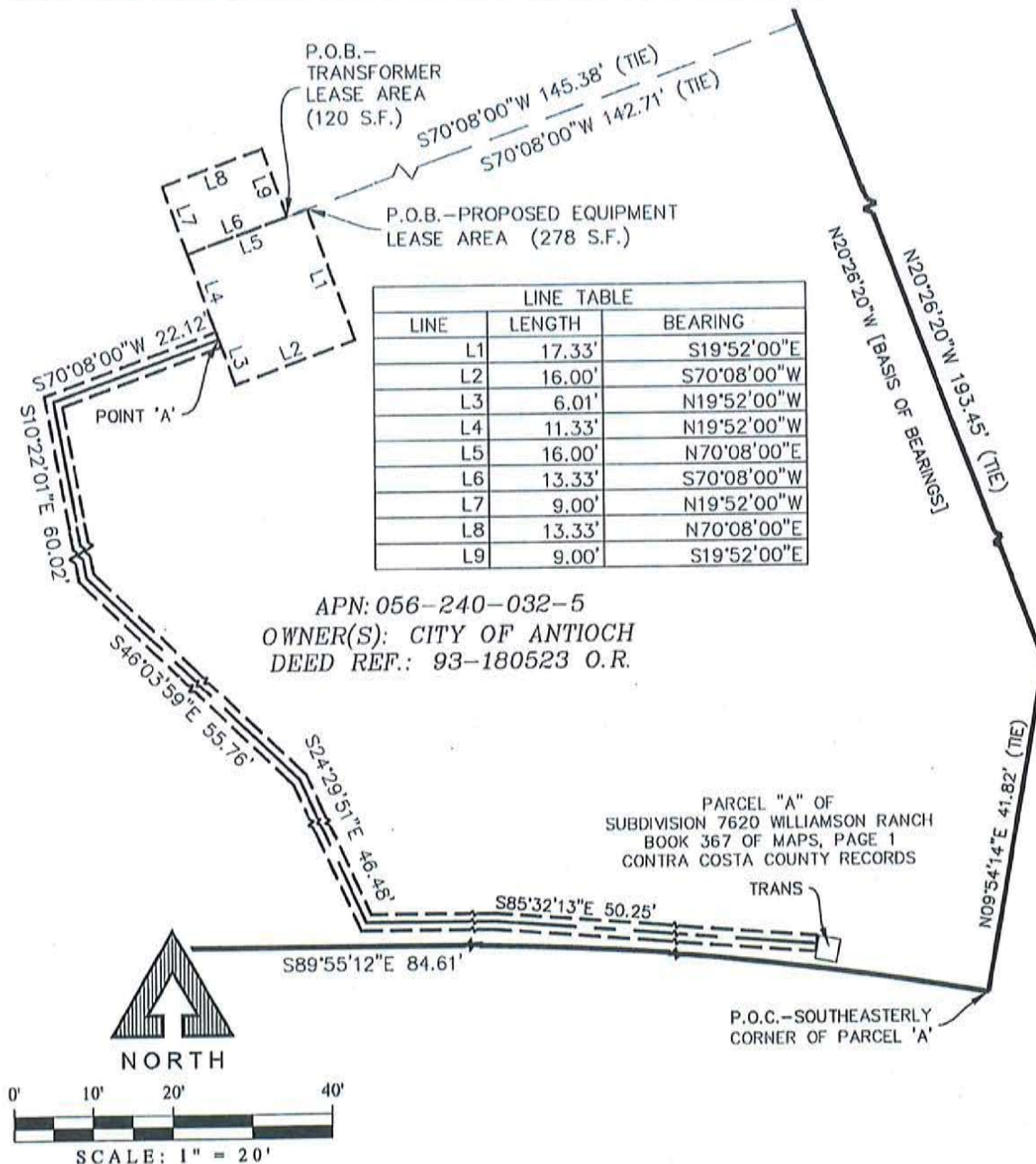
BEGINNING AT HEREINBEFORE DESCRIBED POINT 'A';

COURSE 1) THENCE S70°08'00"W, A DISTANCE OF 22.12 FEET;
COURSE 2) THENCE S10°22'01"E, A DISTANCE OF 60.02 FEET;
COURSE 3) THENCE S46°03'59"E, A DISTANCE OF 55.76 FEET;
COURSE 4) THENCE S24°29'51"E, A DISTANCE OF 46.48 FEET;
COURSE 5) THENCE S89°55'12"E, A DISTANCE OF 84.61 FEET;
COURSE 6) THENCE S85°32'13"E, A DISTANCE OF 50.25 FEET TO THE TERMINUES OF THIS DESCRIPTION.



BASIS OF BEARING:

THE BEARING OF THE NORTH 20°26'20" WEST EAST LINE OF PARCEL "A" ON THE SUBDIVISION MAP TITLED SUBDIVISION 7620 WILLIAMSON RANCH, RECORDED MARCH 10, 1994 IN BOOK 371 OF MAPS AT PAGE 3, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, WAS USED FOR THE BASIS OF BEARINGS FOR THIS MAP.



"EXHIBIT A-4"

PLAT TO ACCOMPANY DESCRIPTION FOR:

EASEMENT PLAT

IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA
PORTION OF SECTION 4, T.1N., R.2E., M.D.M.,
CONTRA COSTA COUNTY, CA.

DRAWN BY: E. JIANNINE

DATE: 04/03/24

JOB NO.: 56-1458

SMITHCO
SURVEYING ENGINEERING

P.O. BOX 81626
BAKERSFIELD, CA 93380
PHONE: (661) 393-1217
FAX: (661) 393-1218



04/04/2024

Site Number: SFSFO00584B
Market: San Francisco

EXHIBIT "C"

LESSEE'S COMMUNICATION FACILITY

Construction drawings dated 04/30/2024, rev. 17, appear behind this cover (29 additional pages).



PG&E SITE ID: CONTRA COSTA -
LOS POSITAS -230 kv_004/030
SBA SITE ID: CA35912-L

SCOPE OF WORK

THIS IS NOT AN ALL ACCESSORY LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIPMENT EQUIVALENTS SHALL SERVE ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SYSTEM.

- * NITING (C) PROPOSED BY THIS FIRM TO PUT ON (1) POLE TOPS (BY OTHERS)
- * NITING (C) PROPOSED 8'-0" TALL ANCHORS (1 PER SECTION) ON TOP OF ABOVE CONDUCTORS
- * NITING (C) PROPOSED NEW MASTHEADS BEYOND CONDUCTORS WITH (1) PROPOSED PINS
- * NITING (C) RIGGE DOWN MOUNTS WITH (2) RISERS
- * NITING (C) 11'11" HORNED CABLE FROM SPINDLE EQUIPMENT CABINET TO HIGH-VOLTAGE
- * NITING (C) 1/2" ANCHOR AND (1) SET ENDS FROM PIN TO ANCHORS

(2014-15) 100% (100%)

- 1. RUSTAL (3) PROPOSED EQUIPMENT ENTRY
- 1. RUSTAL (3) PROPOSED BOB IN CABINET
- 1. RUSTAL (3) PROPOSED EQUIPMENT CABINET
- 1. RUSTAL (3) PROPOSED POWER COUPLER
- 1. RUSTAL (3) PROPOSED TILES COUPLER
- 1. RUSTAL (3) PROPOSED MEVA 3 TILED-FEED BOX
- 1. RUSTAL (3) PROPOSED 400 AMP BREAKER
- 1. RUSTAL CHAIR SEAT LUG ANCHOR
- 1. RUSTAL NEW PAIR 240 VOLT/250 AMPERES AND BOLLARD
- 1. RUSTAL ROSE (SUSPENDED) SHED/DOOR ENTRY
- NO BATHING PROPOSED

SITE PHOTO



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF CALIFORNIA
(800) 482-4133
WWW.CALIFORNIAUS11.ORG

GENERAL NOTES

THE FACILITY IS DAMAGED AND NOT FOR HUMAN HABITATION. A TECHNOLOGY WILL NOT BE USED AS REQUIRED FOR HUMAN HABITATION. THE FACILITY WILL NOT BE USED IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DAMAGE. NO SIGNIFICANT SILVER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO CONSUMER SERVICE IS PROVIDED.

11'x17' PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING CONDITIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

TOWER POWER ACCESS	PACIFIC GAS AND ELECTRIC PO BOX 1057 AUBURN (CA 95601)
PROPERTY OWNER	CITY OF AUBURN 200 N B STREET AUBURN, CA 95602
SITE TYPE	TRANSMISSION TOWER
EDUCATE	EDWARDS COUNTY EDUCATE
LANDUSE (JOB #)	37351172
LANDUSE (JOB #)	1 - 01151119
ZONING JURISDICTION	CITY OF AUBURN
ZONING DISTRICT	P-0
PERMIT NUMBER	885-240-031
DEVELOPER GROUP	M
CONSTRUCTION TYPE	P-0
POWER EQUIPMENT	VEH
FARE EQUIPMENT	110
AREA UNDER ASSES	785
AREA UNDER ASSES	100

PROJECT DIRECTORY

APPLICANT	LOU WHEELER 3121 SOUTH SANTA FE DRIVE LAKELAND, FL 34103
STREET NUMBER	404411 SOUTH SHORE RD STATE ROAD 90, SUITE 200-1 MCKINNEY SOUTH AUSTIN, TX 78717 EAM COUNCIL (512) 371-1111
STREET ADDRESS	WILSON AVENUE SUITE 2 SOUTHWESTERN ART, SUITE 2 P.O. BOX 4 MCKINNEY, TX 78717 (512) 371-1111 WILSON AVENUE, SUITE 200-1

DIRECTIONS

[illegible]

VICINITY MAP



IT IS A VIOLATION OF THE FIVE DAY RETURN
LAW, AND MAY BE SUBJECT TO THE PENALTY
OF A CIVIL OR CRIMINAL PROSECUTION,
OR BOTH FOR SUCH VIOLATION.

DRAWN BY	CHECKED BY	APPROVED BY
JSC	JSC	EC

CONSTRUCTION
DOCUMENTS

SUBMITALS		
REV	DATE	DESCRIPTION
1	11/19/93	04.23 204 10A 02
2	11/19/93	04.23 204 10A 04
3	11/19/93	04.23 204 10A 02
4	11/19/93	04.23 204 10A 02
5	11/19/93	04.23 204 10A 02
6	11/19/93	04.23 204 10A 02
7	11/19/93	04.23 204 10A 02

(PENDING) PROJECT MANAGER

SIFS000584B

D-4 WAREHOUSE PROJECT MANAGER

SIFS000584B

PREWITT RANCHI DRIVE
 AHTICHO, CA 94531
 LATITE TOWER

SHEET TITLE
 TITLE SHEET

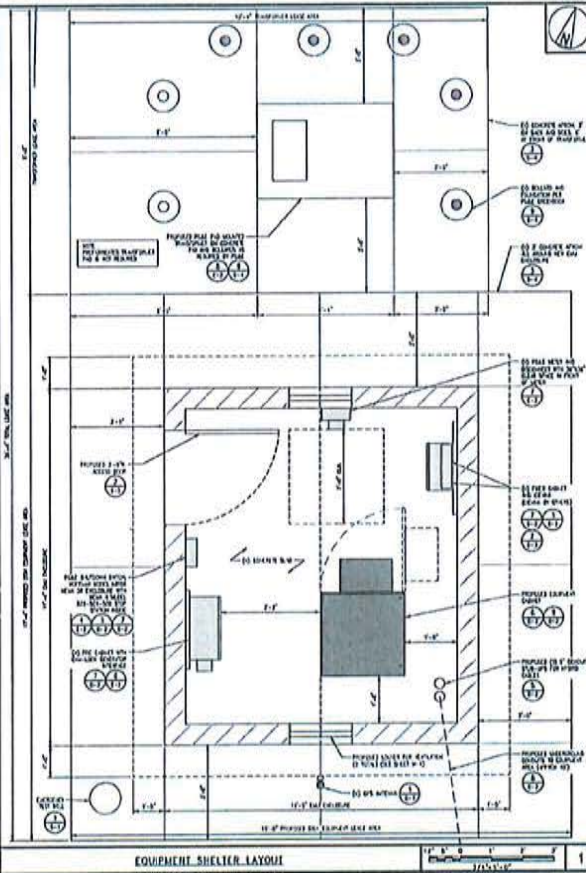
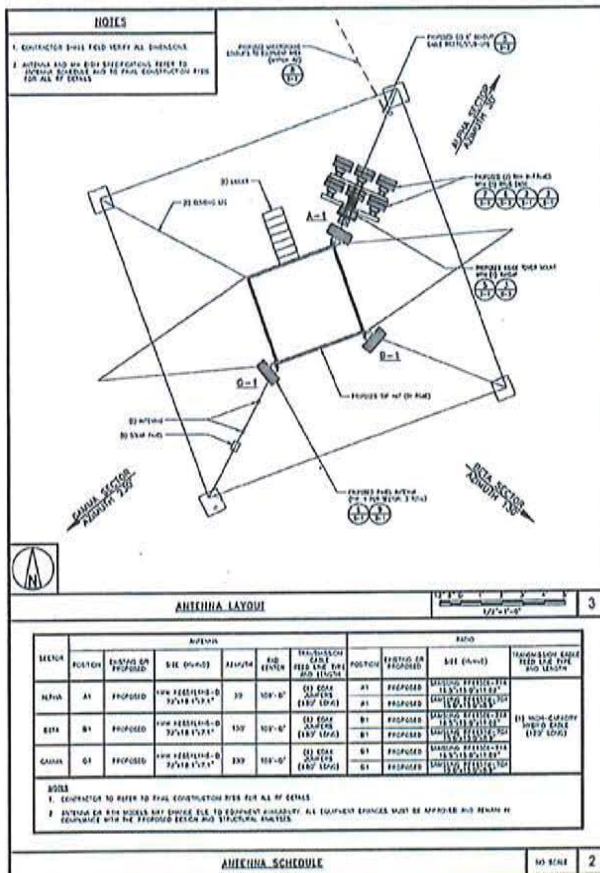
SHEET MANAGER

T-1

[illegible]



C-2



dish WIRELESS
3001 SOUTH SANTA FE BLVD
LITTLETON, CO 80120

Butler America
10000 W. ALPINE AVE
DENVER, CO 80231

CDG
CONSTRUCTION DOCUMENTS GROUP
10000 W. ALPINE AVE
DENVER, CO 80231

CONSTRUCTION DOCUMENTS

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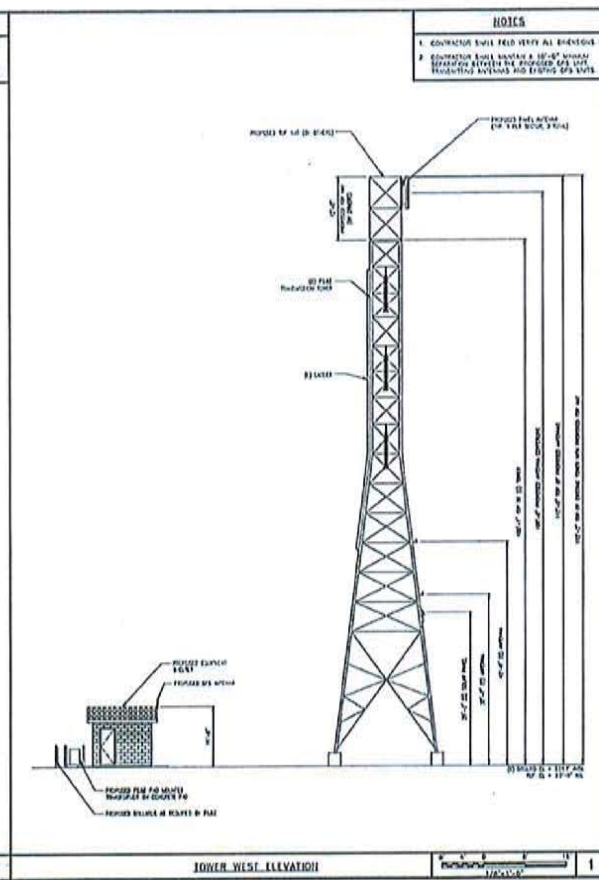
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SFSF0005840

DISH WIRELESS PROJECT NUMBER
SFSF0005840

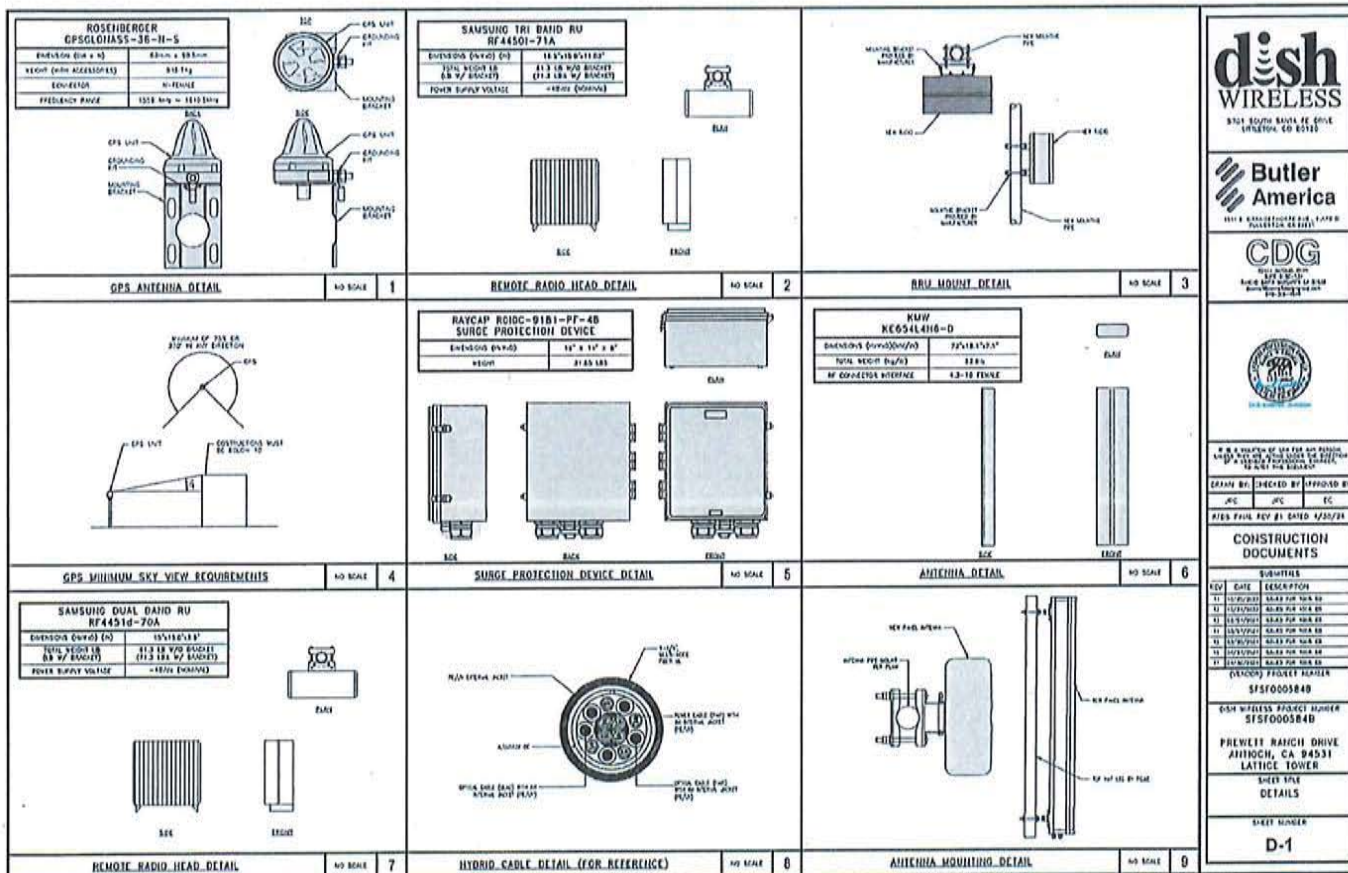
PREPARED BY
ANTHONY, CA 94531

EQUIP / ANTENNA PLANS AND SCHEDULE

SHEET NUMBER
A-3



 3001 SOUTH RAVEN HILL DRIVE LITTLETON, CO 80125		
 1801 S. KENNEDY BOULEVARD, SUITE 100 LITTLETON, CO 80127		
 10000 E. HIGHWAY 104 SUITE 200, NORTH PLATTE, NE 68901 (402) 283-3361		
 10000 E. HIGHWAY 104 SUITE 200, NORTH PLATTE, NE 68901 (402) 283-3361		
IF IT IS A REQUIREMENT OF THE PLAN FOR THE PROJECT, THE FOLLOWING INFORMATION IS REQUIRED TO BE SUBMITTED TO THE CITY OF LITTLETON:		
DRAWN BY: <u>DECEDED BY: APPROVED BY:</u>	<u>_____/_____/_____</u>	
PREF. PERM. REV. BY: <u>DATE: 1/22/2014</u>	<u>_____/_____/_____</u>	
CONSTRUCTION DOCUMENTS		
SUBMITTALS		
REV	DATE	DESCRIPTION
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13	1/23/2014	CHANGED PERM TO PERM
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15	1/23/2014	CHANGED PERM TO PERM
16	1/23/2014	CHANGED PERM TO PERM
17	1/23/2014	CHANGED PERM TO PERM
(REVISIONS) PROJECT NUMBER		
SF5F00005B4B		
DISH WIRELESS PROJECT NUMBER SF5F00005B4B		
PREWITT RANCH DRIVE ANTIPOCA, CA 94531 LATTICE TOWER		
SHEET ELEVATIONS		
SHEET NUMBER		
A-4		



dish
WIRELESS

3501 SOUTH MAIN ST. SUITE 100
DENVER, CO 80201

Butler
America

1001 E. KALAMAZOO AVE. SUITE 100
DENVER, CO 80202

CDG

1001 E. KALAMAZOO AVE. SUITE 100
DENVER, CO 80202



NO. 10000000000000000000

DAVID J. C. CHECKED BY: APPROVED BY:

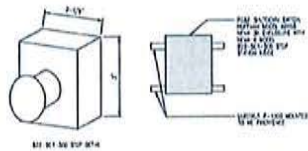
JDC JDC EC

DATE: 04/10/24

CONSTRUCTION DOCUMENTS

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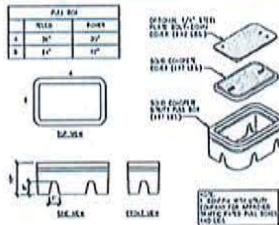
D-1



POAC SHUTDOWN SWITCH DETAIL

NO SCALE

1



TRAFFIC RATED FULL BOX DETAIL

NO SCALE

2

SYNOPSIS

1. PRODUCT DESCRIPTION

The CURB is a single component with 100 lbs of 2\"/>

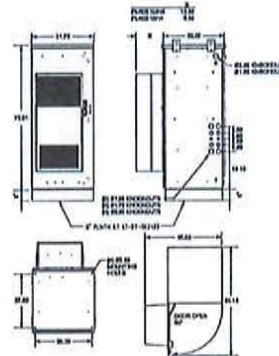


Figure 8 CURB Dimensions (inches)

All dimensions are nominal to facilitate interchangeability.

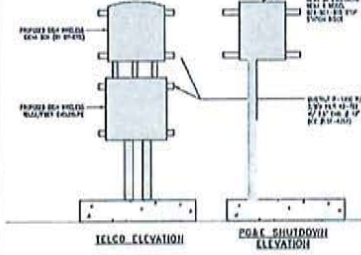


DATE	1/20/04
BY	JPC
CHECKED BY	JPC
APPROVED BY	DC
DATE	1/20/04

CONSTRUCTION DOCUMENTS

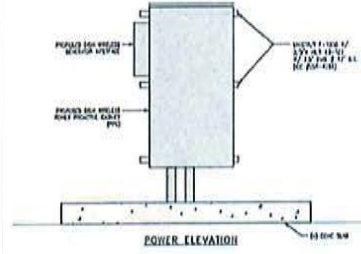
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D-2



TELCO ELEVATION

POAC SHUTDOWN ELEVATION

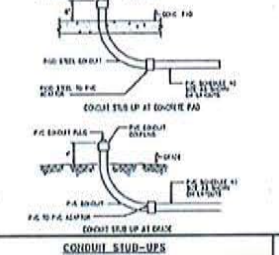


POWER ELEVATION

UTILITY ELEVATIONS

NO SCALE

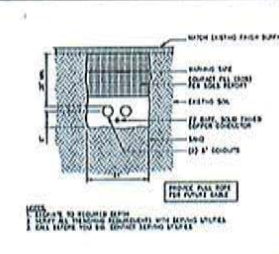
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CONDUIT STUB-UPS

NO SCALE

5



HYBRID CABLE TRENCH DETAIL

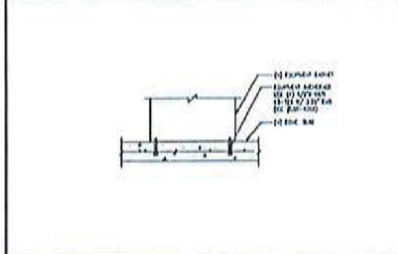
NO SCALE

8

CABINET DETAIL W/ FLOOR KIT

NO SCALE

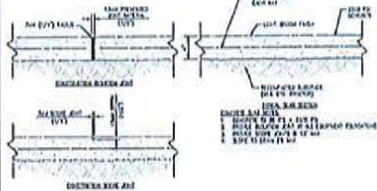
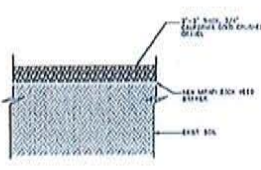
6



CABINET MOUNT DETAIL

NO SCALE

9



dish
WIRELESS
8001 RAUNCH DRIVE, SUITE 100
LATHROP, WA 98531

Butler
America
WIRE REINFORCEMENT, ETC., SINCE 1911
FLEXIBILITY IN DESIGN

CDG
CONSTRUCTION DOCUMENTS GROUP
1000 1ST AVENUE, SUITE 100
SEATTLE, WA 98101



THIS PROJECT IS THE PROPERTY OF DISH WIRELESS. NO PART OF THIS PROJECT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM DISH WIRELESS.

DESIGNED BY: JPC
CHECKED BY: JPC
DATE: 12/31/2010

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
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6	12/31/2010	ISSUED FOR TOWER
7	12/31/2010	ISSUED FOR TOWER

EXTENSION: PROJECT NUMBER
SF5F0005B4B

DISH WIRELESS PROJECT NUMBER
SF5F0005B4B

PREWITT RAUNCH DRIVE
LATHROP, WA 98531
LATHROP TOWER

SHEET TITLE
DETAILS

SHEET NUMBER
D-4

NOT USED

NO SCALE

1

GRAVEL GROUND COVER

NO SCALE

2

CONC. APRON DETAIL

NO SCALE

3

NOT USED

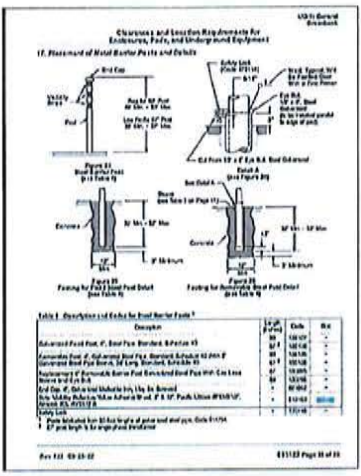
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NO SCALE

5



NOT USED

NO SCALE

7

NOT USED

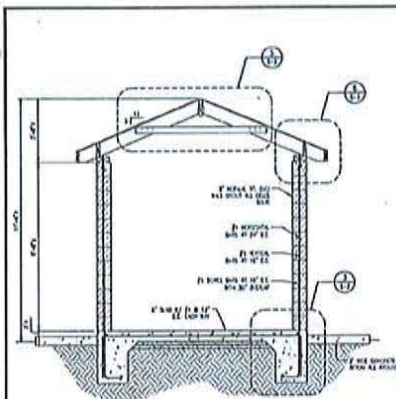
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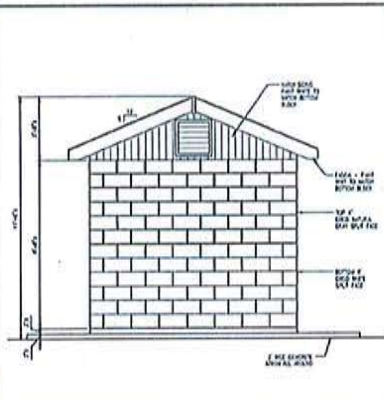
DOLLAR DETAIL

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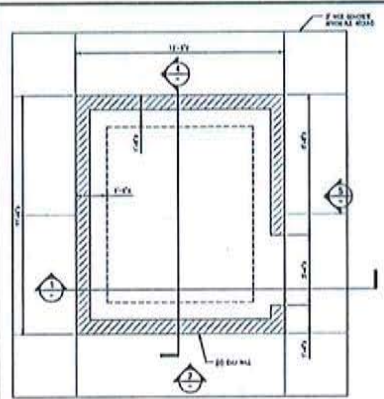
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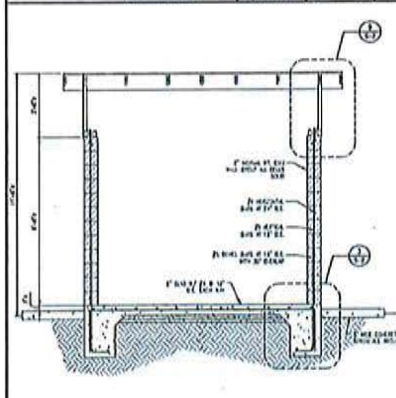
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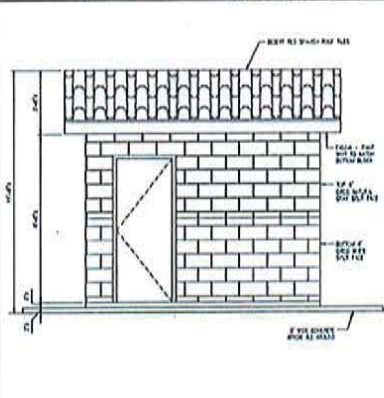
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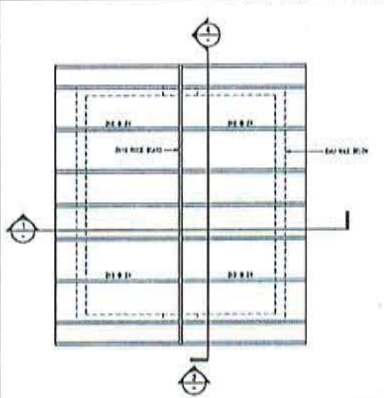
FOUNDATION PLAN SCALE: 1/2"=1'-0" 3



SIDE SECTION SCALE: 1/2"=1'-0" 4



SIDE ELEVATION SCALE: 1/2"=1'-0" 5



ROOF FRAMING PLAN SCALE: 1/2"=1'-0" 6



5101 SOUTH ROUTE 21, BOX 1
SILVER, CO 81051



1515 S. KANSAS STREET, SUITE 100
SILVER, CO 81051



CDG
CITY OF DENVER
BUREAU OF COMMUNITY DEVELOPMENT
1515 S. KANSAS STREET, SUITE 100
SILVER, CO 81051



CITY OF DENVER
BUREAU OF COMMUNITY DEVELOPMENT
1515 S. KANSAS STREET, SUITE 100
SILVER, CO 81051

THIS IS A SUMMARY OF THE PROJECT AND NOT A CONTRACT DOCUMENT. THE PROJECT WILL BE CONSIDERED TO BE THE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS.

DESIGN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]

DATE: [blank] DATE: [blank] DATE: [blank]

REVISIONS: REV. #1 DATED 4/26/21

CONSTRUCTION DOCUMENTS

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DESIGNER: PROJECT NUMBER: SFSFO00584B

DISN WIRELESS PROJECT NUMBER: SFSFO00584B

PREWITT RANCH DRIVE
AZTEC, CA 94531
LATTICE TOWER

SHEET TITLE:
FOUNDATION / ROOF
PLAN & ELEVATIONS

SHEET NUMBER:
S-1



TYPE BAR LAP SPICE



S-2



from City for a longer effort to save the 100-year-old structure. Interestingly, according to the city's historical records, the building was designed by the same architect as the city's first skyscraper, the 10-story, 1909 City Bank Building. The building's design was a blend of the city's first skyscraper and the city's first skyscraper.



Summary

- Efficient up to 99%
- Compact size up to 10 cm diameter
- Up to 50% weight savings over standard POC meter
- Performance comparable to a standard 100 cm² natural convection benchtop of a standard size
- 50% weight savings over a standard benchtop POC meter
- Fast and gives very accurate, real time
- Lower cost and temperature range in target size and makes every measurement
- Making dry bed tests are particularly difficult
- Evaluation of POC meter in flow and static

80 Meter Option
 1000 to 100

- **1200 to 1300**
 - 1200 - 1210: single phase
 - 1210 - 1220: 1220, 1230, 1240, 1250: single phase
 - 1250 - 1260: 1260, 1270: single phase
 - 1270 - 1280: 1280, 1290: single phase
 - 1290 - 1300: 1300, 1310: single phase
- **1300 to 1400**
 - 1300 - 1310: 1310, 1320: single phase
 - 1320 - 1330: 1330, 1340: single phase
 - 1340 - 1350: 1350, 1360: single phase
 - 1360 - 1370: 1370, 1380: single phase
 - 1380 - 1390: 1390, 1400: single phase

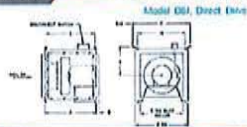


PERFORMANCE DATA

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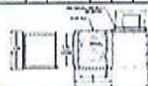
[illegible]

DIMENSIONAL DATA



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Price Use Assent

[illegible]

1. The first step is to identify the problem or goal.
2. The second step is to gather information and resources.
3. The third step is to develop a plan or strategy.
4. The fourth step is to implement the plan or strategy.
5. The fifth step is to evaluate the results and make adjustments as needed.

dish
WIRELESS



**Butler
America**

CDG
FALL 2006



IS A VIOLATION OF LAW FOR NOT FILING
THIS AND ALL OTHER TAX RETURNS
OF A COMPANY OR INDIVIDUAL, THEREBY,
AS NOTED IN COURT.

DATE: 08/01/01	CHECKED BY: JG	APPROVED BY: EC
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2025 RELEASE UNDER E.O. 14176

CONSTRUCTION
DOCUMENTS

SUBTOTALS		
REF	DATE	DESCRIPTION
01	12/25/2012	00.00 PIA 1000 10
02	12/25/2012	00.00 PIA 1000 10
03	12/25/2012	00.00 PIA 1000 10
04	12/25/2012	00.00 PIA 1000 10
05	12/25/2012	00.00 PIA 1000 10
06	12/25/2012	00.00 PIA 1000 10
07	12/25/2012	00.00 PIA 1000 10
(VENDOR) PROJECT NUMBER		

58570005840

5F5F000584D

PREWITT RANCH DRI
MIDCH. CA. 9453

211000, CA 94533
LATTICE TOWER
SHEET TITLE

**FAN SPEC
SHEETS**

M-2

11-22

[illegible]

PROPOSED PANEL SCHEDULE									
RAYCAP PPC CABINET									
200A, 120/240V, 1#, 3W, 65KA									
LOADSERV'D	VOLTS (PHASE)	1PH	2PH	3PH	1PH	2PH	3PH	VOLTS (PHASE)	LOAD SERVED
	120	15	15	15	15	15	15	120	
REC'D	120	15	15	15	15	15	15	120	RECEIVER #1
EX. FAN	120	15	15	15	15	15	15	120	RECEIVER #2
	120	15	15	15	15	15	15	120	RECEIVER #3
	120	15	15	15	15	15	15	120	RECEIVER #4
	120	15	15	15	15	15	15	120	RECEIVER #5
	120	15	15	15	15	15	15	120	RECEIVER #6
	120	15	15	15	15	15	15	120	RECEIVER #7
	120	15	15	15	15	15	15	120	RECEIVER #8
	120	15	15	15	15	15	15	120	RECEIVER #9
	120	15	15	15	15	15	15	120	RECEIVER #10
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	120	15	15	15	15	15	15	120	RECEIVER #146
	120	15	15	15	15	15	15	120	RECEIVER #147
	120	15	15	15	15	15	15	120	RECEIVER #148
	120	15	15	15	15	15	15	120	RECEIVER #149
	120	15	15	15	15	15	15	120	RECEIVER #150
	120	15	15	15	15	15	15	120	RECEIVER #151
	120	15	15	15	15	15	15	120	RECEIVER #152
	120	15	15	15	15	15	15	120	RECEIVER #153
	120	15	15	15	15	15	15	120	RECEIVER #154
	120	15	15	15	15	15	15	120	RECEIVER #155
	120	15	15	15	15	15	15	120	RECEIVER #156
	120	15	15	15	15	15	15	120	RECEIVER #157

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ELECTRICAL NOTES

PANEL SCHEDULE

6-29 52418	
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**Butler
America**

CDG
Each patch has
8/5 1-80-110
And up to 4 patches \$4.95
Each \$2.95 (4 for \$11.95)
Call 1-800-451-1101



U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

GRANT BY:	CHECKED BY:	APPROVED BY:
JFC	JFC	EC

CONSTRUCTION
DOCUMENTS

SUBTOTALS		
REV	DATE	DESCRIPTION
1A	2000-01-01	WOLAN FOR 1000.00

12	12/01/2013	1000.00	1000.00	1000.00
13	13/01/2013	1000.00	1000.00	1000.00
14	14/01/2013	1000.00	1000.00	1000.00
15	15/01/2013	1000.00	1000.00	1000.00
16	16/01/2013	1000.00	1000.00	1000.00
17	17/01/2013	1000.00	1000.00	1000.00
18	18/01/2013	1000.00	1000.00	1000.00

3F5F0005N40

SF5FO005B4B
PREWITT RANCH DRIVE

LATTICE TOWER
SHEET TITLE

SCHEDULE & NOTES	
SHEET NUMBER	

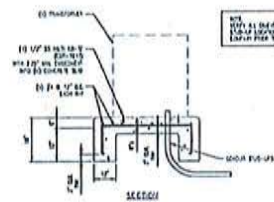
E-1

1. 2000 年 12 月 31 日以前, 凡在境内从事生产经营活动的纳税人, 其应缴的税款, 除法律、行政法规另有规定外, 一律由税务机关负责征收。

-

FRENCH OCTAVE

NO SCALE	5
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APPENDIX

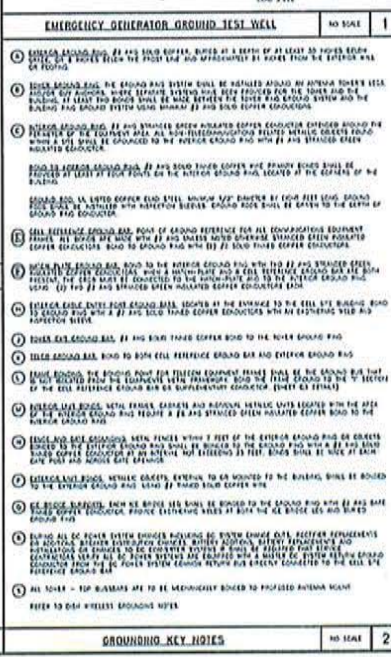
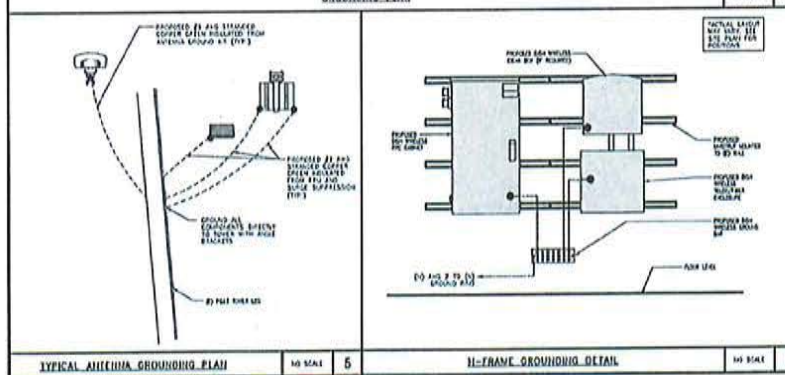
NO SCALE	4
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TRANSFORMER SLAB

NO STATE	
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DIET MASH

E-2



 <p>8001 KINGS BLVD. SE. SUITE 1000 SPRINGFIELD, GA 31104</p>		
 <p>50155 KINGSFORDWAY N.E. SUITE FARMINGTON, CT 06031</p>		
 <p>CDG Cable Data Group 8001 KINGS BLVD. SE. SUITE 1000 SPRINGFIELD, GA 31104</p>		
 <p>FSA FARMINGTON STATE ASSOCIATION 8001 KINGS BLVD. SE. SUITE 1000 SPRINGFIELD, GA 31104</p>		
<p>IF A MEMBER OF ANY OF MY REGION WANTS TO JOIN, PLEASE CONTACT ME AT THE FOLLOWING INFORMATION:</p>		
<p>NAME BE JOINED BY (PRINTED):</p>		
JFC	JFC	DC
<p>MEM. NO. FOR MY FSA: 12/20/74</p>		
<p>CONSTRUCTION DOCUMENTS</p>		
<p>SUBMITTALS</p>		
REV	DATE	DESCRIPTION
1	12/20/74	ADD 10' TO SUG. DIA.
2	12/20/74	ADD 10' TO SUG. DIA.
3	12/20/74	ADD 10' TO SUG. DIA.
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73	12/20/74	ADD 10' TO SUG. DIA.
74	12/20/74	ADD 10' TO SUG. DIA.
75	12	

Figure 1 displays four sample forms for the data collection instrument, organized into two columns and two rows. Each form is a small, rectangular card with a header and several lines of text for data entry.

- Top Left Form:** Contains a header with 'Date' and 'Time'. Below the header, there are several lines of text, including 'Name', 'Address', 'Age', 'Gender', 'Occupation', and 'Education'.
- Top Right Form:** Contains a header with 'Date' and 'Time'. Below the header, there are several lines of text, including 'Name', 'Address', 'Age', 'Gender', 'Occupation', and 'Education'.
- Bottom Left Form:** Contains a header with 'Date' and 'Time'. Below the header, there are several lines of text, including 'Name', 'Address', 'Age', 'Gender', 'Occupation', and 'Education'.
- Bottom Right Form:** Contains a header with 'Date' and 'Time'. Below the header, there are several lines of text, including 'Name', 'Address', 'Age', 'Gender', 'Occupation', and 'Education'.

The image shows a screenshot of a Microsoft Excel spreadsheet. At the top, there is a header section with various input fields and labels. Below this, the spreadsheet is organized into columns for 'Year', 'Quarter', and 'Month'. The main body of the spreadsheet contains multiple rows of data, with some cells highlighted in red and others in blue. The bottom of the spreadsheet shows a summary row with totals for 'Total' and 'Net Present Value'.

[illegible][illegible]

RF-1

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 338, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE

- ELECTRICAL INSTALLATION NOTES:

- [illegible]



515

GROUNDING NOTES:

1. ALL GROUND ELECTRICAL SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER EESS) SHALL BE BOND TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTIONS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR EACH GROUND ELECTRICAL SYSTEM. THE CONTRACTOR SHALL FURNISH AND INSTALL SUFFICIENTLY LARGE ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SELECTION OF GROUNDING AND UNDERGROUND EQUIPMENT INSTALLATION AS TO PREVENT THE LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE EQUIPMENT AND PROTECT TESTING RESULTS.
4. METAL CONDUIT AND RACE SHALL BE GALVANIZED AND WELDED ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE OR APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTIONS WITH EXPOSED INSULATION, LISTED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO DIS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BUS WITH EXPOSED INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE, #6 STRANDED COPPER OR LARGER FOR POWER DIS, #2 BARE SOLID TYPED COPPER FOR OUTDOOR DIS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE EQUIPPED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTIONS BETWEEN EQUIPMENT/GROUND BUS AND THE GROUND RING SHALL BE #2 SOLID TYPED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTION OR COPPER CLAD STEEL CONDUCTION SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF RO BENDS IN THE PROTECTION GROUNDING CONDUCTIONS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. ENGINEERING WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED WELDS HIGH PRESS WELDS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY ENGINEERING WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTIONS SHALL BE ENGINEERING WELDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BUS.
15. APPROVED ANTI-OXIDANT COMPOUND (E.G. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 8' OF MAIN GROUND AND WITH (1) #2 BARE SOLID TYPED COPPER GROUND CONDUCTION.
19. GROUND CONDUCTIONS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC CASSETS THAT FORM A RING AROUND THE CONDUCTION, SUCH AS METALLIC COUPLERS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS WHEN IT IS REQUIRED TO BE ROUTED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL, SUCH AS PVC CONDUIT SHALL BE USED WHERE USE OF METAL CONDUIT IS UNDESIRABLE (E.G., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTION SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDING THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TYPED COPPER W/ 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF C&W-TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (SEE TRANSITIONING GROUNDING STANDARD DETAIL AS NEEDED).
21. BELOW-GRADE WHERE THE MAIN GROUNDING CONDUCTIONS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTIONS FROM THE ROOFTOP, TOWER, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTIONS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM. THE EXISTING STEEL COLUMN, LIGHTNING PROTECTION SYSTEM, AND BUILDING WITH WATER LINE (FERRICUS OR NONFERRICUS METAL PIPES ONLY) DO NOT ATTACH CONDUCTIONS TO FINE STRAPPER SYSTEM PIPES.

dish
WIRELESS

3031 SOUTH SANTA FE AVE
DENVER, CO 80201

Butler
America

10118 KALAMAZOO BLVD., SUITE 100
FARMINGTON, CO 80420

CDG
CONSTRUCTION DOCUMENTS GROUP, INC.
10118 KALAMAZOO BLVD., SUITE 100
FARMINGTON, CO 80420
719-233-1111



A PROFESSIONAL ENGINEER HAS REVIEWED THIS DOCUMENT FOR CONFORMANCE WITH THE PROFESSIONAL ENGINEERING ACT AND RULES OF THE BOARD OF PROFESSIONAL ENGINEERS, STATE OF COLORADO.

DESIGN BY: CHECKED BY: APPROVED BY:
JPC JPC DC
R008 FINAL REV B1 DATED 4/30/24

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
01	04/30/24	ADD FOR USA 08
02	04/30/24	ADD FOR USA 08
03	04/30/24	ADD FOR USA 08
04	04/30/24	ADD FOR USA 08
05	04/30/24	ADD FOR USA 08
06	04/30/24	ADD FOR USA 08
07	04/30/24	ADD FOR USA 08

DENVER PROJECT NUMBER
SFS0000584B

DSN WIRELESS PROJECT NUMBER
SFS0000584B

PREWITT RANCH DRIVE
AUSTIN, TX 78701
LATTICE TOWER

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Quesada Court (APN 075-232-006)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Quesada Court (APN 075-232-006) attached as Exhibit "1" to the Resolution; and
2. Authorizing the City Manager to execute the Communications Site Ground Lease Agreement in the form approved by the City Attorney.

FISCAL IMPACT

Dish Wireless L.L.C., a Colorado limited liability company ("Dish Wireless"), will pay the City \$2,500 per month in rent over a lease term of up to 25 years. The rent will automatically escalate 3% per year. Dish Wireless will also pay the City a one-time administrative fee of \$12,000.

DISCUSSION

Background

Dish Wireless is proposing to lease 361 square feet of ground space from the City in its proprietary capacity as landowner around an existing PG&E transmission tower near Quesada Court (APN 075-232-006) for the installation, operation and maintenance of a new, small, unmanned wireless communication facility. The portion of the property proposed to be leased is currently used as a greenbelt in addition to the easement for PG&E's transmission tower facilities. Dish Wireless is in the process of building out a new standalone nationwide wireless network. Dish Wireless proposes to locate its antenna and radio equipment on the PG&E transmission tower subject to a separate agreement with PG&E, and construct a roofed concrete masonry unit equipment shelter to conceal

its other ground equipment with additional electrical transformer equipment installed nearby.

Analysis

The term of the lease will be for an initial five-year term with automatic renewal options for up to four additional five-year terms, for a total term of up to 25 years. The initial rent will be \$2,500 per month. The rent will escalate annually by 3%. Upon full execution of the lease, Dish Wireless will also pay a one-time administrative fee of \$12,000 to cover staff costs associated with the review and negotiation of this lease.

Dish Wireless will not be able to commence any work at the property until it obtains all applicable and necessary federal, state and local permits and other authorizations, including authorizations from the City in its regulatory capacity, such as zoning and building permits.

Dish Wireless will also be responsible for the maintenance of its facility, including removing graffiti after its receipt of notice. Other than as part of routine maintenance, Dish Wireless cannot modify or alter its facility subject to the lease without the City's prior written consent in the City's proprietary capacity as landowner under the lease.

CEQA

Pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, if approval of the resolution to enter into the Communications Site Ground Lease Agreement comprises a project for CEQA analysis, then the project is categorically exempt under Section 15303 of the State CEQA Guidelines because it meets the conditions for a new, small facility or construction. The proposed unmanned communications facility subject to the Communications Site Ground Lease Agreement is a small facility with no expected significant effect on the environment as the equipment shelter and ground equipment are contained within a small area and the use is accessory to the primary use on-site. This determination reflects the City's independent judgment and analysis.

ATTACHMENTS

A. Resolution

Exhibit 1. Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Quesada Court (APN 075-232-006) attached as Exhibit "1"

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS
L.L.C. ON CITY-OWNED PROPERTY NEAR QUESADA COURT (APN 075-232-006)**

WHEREAS, the City of Antioch ("City") owns the property near Quesada Court (APN 075-232-006) ("Property");

WHEREAS, Dish Wireless L.L.C., a Colorado limited liability company ("Dish Wireless"), desires to lease a portion of the Property from the City to install a new, small, unmanned wireless communication facility;

WHEREAS, the City and Dish Wireless have negotiated the Communications Site Ground Lease Agreement ("Agreement") under which Dish Wireless will be granted the right to install, operate and maintain its facility at the Property for an initial five-year term with automatic renewal options for up to four additional five-year terms, for a total term of up to 25 years, subject to the terms and conditions provided in the Agreement, including Dish Wireless obtaining and maintaining all applicable and necessary federal, state and local permits and other authorizations; and

WHEREAS, under the terms of the Agreement, Dish Wireless will pay the City \$2,500 per month in rent, the rent will automatically escalate 3% per year, and Dish Wireless will also pay the City a one-time administrative fee of \$12,000.

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

Section 1. Finds the recitals above are true and correct and are incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

Section 2. Approves the Agreement with Dish Wireless attached as Exhibit "1" to this Resolution.

Section 3. Authorizes the City Manager to execute the Agreement in the form approved by the City Attorney.

Section 4. Finds that pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, if approval of the resolution to enter into the Communications Site Ground Lease Agreement comprises a project for CEQA analysis, then the project is categorically exempt under Section 15303 of the State CEQA Guidelines because it meets the conditions for a new, small facility or construction. The proposed unmanned communications facility subject to the Communications Site Ground Lease Agreement is a small facility with no expected

RESOLUTION NO. 2024/xxx

October 22, 2024

Page 2

significant effect on the environment as the equipment shelter and ground equipment are contained within a small area and the use is accessory to the primary use on-site. This determination reflects the City's independent judgment and analysis.

Section 5. Declares that if any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Resolution or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, then all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Resolution, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

Section 6. Declares that this Resolution shall become effective immediately on the date of its passage and adoption by the City Council and shall remain effective until amended, superseded or repealed by a separate resolution adopted by the City Council.

Section 7. Directs the City Clerk to post and/or publish this Resolution as may be required by applicable law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit 1

Site Number: SFSQ00890B
Market: San Francisco

**CITY OF ANTIOCH
COMMUNICATIONS SITE
GROUND LEASE AGREEMENT**

zcs

CITY OF ANTIOCH
COMMUNICATIONS SITE
GROUND LEASE AGREEMENT

THIS 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 **Dish Wireless L.L.C.**, a Colorado limited liability company, with a mailing address of 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**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 is the owner of certain real property located in the City of Antioch, County of Contra Costa, State of California described and depicted in **Exhibit "A"** attached hereto and incorporated by this reference near the south side of Quesada Court, Assessor Parcel Number 075-232-006 (the "**Property**").

B. Lessee desires to lease from Lessor a certain portion of the Property, together with certain access and utility easements, as more fully described and depicted in Section 1 of this Agreement and **Exhibit "B"** attached hereto and incorporated by this reference to operate and maintain ground equipment associated with a wireless communication facility attached to a certain electric transmission tower (the "**Tower**") owned, controlled and/or operated by Pacific Gas and Electric Company located on the Property and where such attachment space on the Tower is leased or licensed to Lessee pursuant to a separate lease, license or similar instrument between Pacific Gas and Electric Company and Lessee.

C. The Lessor, as a proprietary landowner and not a government regulatory agency, desires to lease such Premises (as defined below) to Lessee on the terms and conditions 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.

a. Grant and Scope. Subject to the terms and conditions in this Agreement, Lessor, in its proprietary capacity as the Property owner, leases to Lessee exactly two hundred seventy eight (278) square feet of ground space (the "Equipment Space") and eighty-three (83) square feet of ground space (the "Transformer Space", and collectively with the Equipment Space, the "Premises"), as more particularly described and depicted in Exhibit "B", together with a non-exclusive right to use the Cabling Space, the Access Route, Utility Route and Landscape Buffer, all as defined herein and more particularly described and depicted in Exhibit "B" and/or Exhibit "C", for only the Permitted Use as defined herein and for no other purpose whatsoever without Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion for any or no reason. This Agreement and all Lessee's rights and/or privileges to use the Premises, the Cabling Space, the Access Route, the Utility Route and the Landscape Buffer will remain subject and subordinate to all leases, subleases, licenses, sublicenses, easements, reservations, covenants, conditions, restrictions and exceptions, whether recorded or unrecorded, that exist prior to the Effective Date.

b. Premises Condition. Except as may be specifically and explicitly provided otherwise in this Agreement, Lessor makes no warranties or representations whatsoever about the Property's, Premises', Cabling Space's, Access Route's, Utility Route's or Landscape Buffer's condition, fitness or suitability for Lessee's use. Lessee expressly warrants and represents to Lessor that Lessee or its Agent (as defined below) inspected the Property, Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer, and any environmental or other conditions on the Property, Premises, Cabling Space Access Route, Utility Route and Landscape Buffer, and accepts the Premises, Cabling Space Access Route, Utility Route and Landscape Buffer in its present "AS-IS" and "WITH ALL FAULTS" condition. Lessee expressly acknowledges and agrees that neither Lessor nor its Agents made any warranties, representations or promises to Lessee or its Agents about the Property, Premises, Cabling Space Access Route, Utility Route and Landscape Buffer, whether in whole or in part, or any aspect about the Property, Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer, which includes, without limitation, any structures or improvements, utilities or Hazardous Materials as defined herein. As used within this Agreement, "Agent" means a Party's agent, employee, director, officer, contractor, subcontractor or representative in relation to this Agreement or the Premises.

c. Certified Access Specialist Disclosure. Pursuant to California Civil Code § 1938, and to the extent applicable to this Agreement, Lessor expressly advises Lessee, and Lessee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any Premises in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

d. Subsurface and Utility Improvement Rights. Lessor reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, stormwater sewers, pipelines, manholes and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the Premises, and any part thereof, and to enter the Premises for any and all such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way and

permits in, over, upon, through, across and along any and all portions of the Premises for the installation, operation and maintenance of public utilities. Lessor shall not exercise any rights reserved under this section in a manner that unreasonably interferes with Lessee's operations or access under this Agreement or to impair the security of any secured creditor of Lessee. Lessor agrees that rights granted to third parties by reason of this section must contain provisions that the surface of the Premises will be restored as nearly as practicable to its original condition upon the completion of any construction.

e. Cabling Space. Lessor grants to Lessee a nonexclusive route over, under and upon the Property (the "**Cabling Space**") in the location(s) described and depicted in Exhibit "B" for the installation, repair, replacement and maintenance of Lessee's wires, cables, conduits and pipes between the Premises and the Tower. Lessor grants the Cabling Space to Lessee for the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility. Lessee's interest in the Cabling Space shall immediately dissolve and any rights granted thereby shall automatically revert back to Lessor upon the expiration of the Restoration Period, and if such Cabling Space is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

f. Landscape Buffer. Lessor grants to Lessee a nonexclusive license for Lessee's use of that certain landscape buffer space on the Property that overlays and/or abuts the Premises (the "**Landscape Buffer**") in the location(s) described and depicted on Exhibit "C" for the installation, replacement and maintenance of weed barrier and compacted gravel ground cover (the "**Landscape Features**") comprised of "California Gold" crushed stone or such other type and quality of gravel as the City may approve in its sole discretion. Lessee shall be solely responsible for maintaining the Landscape Features in good condition, including but not limited repair or restoration of any loss or damage to the Landscape Features, containing such Landscape Features within the Landscape Buffer, and removing any Landscape Features that are found outside of the Landscape Buffer. Lessor shall not remove, limb or otherwise interfere with any existing mature trees or shrubs existing in the Landscape Buffer as of the Effective Date of this Agreement without the City's prior consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessor grants Lessee use of the Landscape Buffer in connection with the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility and the Landscape Features. Lessee's interest in the Landscape Buffer shall immediately dissolve and any rights granted thereby shall automatically revert back to Lessor upon the expiration of the Restoration Period, and if such Landscape Buffer is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

2. Permitted Uses.

a. Permitted Use; Communication Facility. Beginning on the Commencement Date, Lessee may use the: (1) Equipment Space portion of the Premises to (i) transmit and receive radio communication signals within the radiofrequencies licensed to Lessee by the Federal Communications Commission in accordance with all Applicable Laws as defined herein; and (ii) construct, maintain, repair, remove, and operate radio communication equipment, cables, and accessories ("**Communication Facility**"); and (2) the Transformer Space portion of the Premises to construct, maintain, repair, remove and operate electrical transformer equipment on concrete

pad(s) with the associated protective bollards and bollard foundations for the purpose of servicing the Equipment Space, all in the locations and configurations more particularly described and depicted in **Exhibit "C"** attached hereto and incorporated herein (collectively, the **"Permitted Use"**), for purposes reasonably necessary to accomplish the Permitted Use, but for no other purpose whatsoever without Lessor's prior written consent, which Lessor may withhold for any or no reason in Lessor's sole discretion. **"Applicable Laws"** as used herein means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

b. Prohibited Uses. Lessee shall not use the Premises or any areas on the Property (whether in whole or in part) in any unlawful manner or for any illegal purpose. In addition, Lessee shall not use the Premises in whole or in part in any manner that interferes with the maintenance, operation or future operation of Lessor's governmental operations on the Property, or constitutes a nuisance either under Applicable Laws or as determined by Lessor in its sole but reasonable discretion. Lessee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the Premises. Lessee acknowledges and agrees that its rights under this Agreement do not authorize Lessee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the Premises, except signs that may be required under Applicable Laws for site identification and/or public health and safety reasons. Lessee shall not permit the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer to be used by any third parties at any time during the Term in a manner that would impair Lessor's title to or interest in the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription or other similar claims in, to or with respect to the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer. Nothing in this Agreement authorizes Lessee to perform any testing or work on the Tower without also obtaining Pacific Gas and Electric Company's prior consent.

c. Tests. At any time throughout the Term, Lessee will have the right, but not the obligation, to conduct necessary tests, surveys and other reasonably necessary inspections (collectively **"Tests"**) on the Premises, Cabling Space, Access Route, Utility Route and/or Landscape Buffer to determine suitability for the Permitted Use; provided that: (1) Lessee has first furnished Lessor with all up-to-date insurance documentation required in Section 20 (Insurance) under this Agreement; (2) Lessee has provided Lessor with at least twenty-four (24) hours' prior notice; (3) Lessee complies with all of Lessor's reasonable rules and regulations necessary to avoid undue interference with other authorized activities or operations on the Property; and (4) Lessee shall promptly return any areas on the Property affected by any Tests to the condition that existed immediately prior to such Tests, reasonable wear and tear excepted. In the event of an emergency relating to Lessee's Communication Facility, Lessee agrees to diligently comply with this section as soon as reasonably practicable, including providing Lessor with notice of the Tests undertaken in response to such an emergency.

3. Governmental Approvals.

a. Permits and Other Regulatory Approvals. The Parties acknowledge and agree that Lessee shall not commence any work at the Property until Lessee first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require, which includes without limitation a conditional use permit and any other permit obtained through any other City of Antioch department (collectively "**Regulatory Approvals**").

b. Lessor's Cooperation with Regulatory Approvals. 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 the Communication Facility. 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 Lessor's municipal functions.

c. Regulatory Approval Applications. Lessee must provide to Lessor complete copies of all applications, letters of authorization and related documents for Regulatory Approvals to be filed with any Federal, State, or Local authorities ("**Applications**") for Lessor's review for consistency with the terms of this Agreement prior to Lessee's submission of Applications to such Federal, State, or Local authorities. Lessor agrees to execute such consistent Applications within a reasonable period of time after Lessor's receipt of Lessee's written request containing the Applications. In no event shall Lessor's consent for any Applications be deemed granted under this Agreement. Lessor shall not be entitled to additional consideration under this Agreement with respect to any of the foregoing. Lessor agrees to be named as the property owner for such Applications and Regulatory Approvals. Lessor may only be named as the applicant if the Federal, State, or Local authorities will not allow Lessee to be directly named as the applicant on such Applications. Lessee shall indemnify, defend and hold harmless Lessor from any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including reasonable attorney fees, whether direct or indirect ("**Claims**"), to the extent caused by or arising out of Applications and Regulatory Approvals. This indemnification obligation will survive the termination, cancellation or expiration of this Agreement.

d. Proprietary Capacity Acknowledgment. The Parties expressly acknowledge and agree Lessor enters this Agreement solely in its proprietary capacity as the owner or controller of the Property and not in its capacity as a regulatory agency. Lessee acknowledges and agrees that any federal or state laws applicable to Lessor in its regulatory capacity will not be applicable to Lessor in its proprietary capacity and Lessee will not seek to have such laws applied to Lessor or any approval, disapproval, act or failure to act in connection with this Agreement. Lessee further acknowledges and agrees that: (i) only the terms and conditions in this Agreement will govern the criteria and timeframes for Lessor's decisions or actions in its proprietary capacity in response to Lessee's requests for Regulatory Approvals in connection with this Agreement; (ii) any approval or disapproval Lessor may issue in its proprietary capacity in connection with this Agreement will not be deemed to be an approval or disapproval Lessor may be required to issue in its regulatory

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capacity, if any; and (iii) any approval or disapproval Lessor may issue in its proprietary capacity will not give preference to Lessee or Lessee's applications over other persons or applications in any regulatory proceeding solely based on this proprietary relationship.

4. Access.

a. Grant of Access. Except as may be specifically provided otherwise in this Agreement, Lessor grants Lessee a nonexclusive license for overland vehicular and pedestrian ingress and egress between the Premises and Silverado Drive for purposes reasonably related to the Permitted Use only along the route more fully described and depicted in Exhibit "B" (the "Access Route"): (1) during regular business hours (8:00 a.m. to 5:00 p.m. Pacific Time Monday through Friday); or (2) at any time in the event of a bona fide emergency that may cause injury to persons or damage to the Property.

b. Access Notification. Access during regular business hours must be coordinated in advance with not less than forty-eight (48) hours prior notice by email to publicworks@antiochca.gov. In the event of a bona fide emergency that may cause injury to person or damage to the Property, Lessee shall: (1) notify the Antioch Police Department dispatch in advance if such access occurs after 9:00 p.m. and before 6:00 a.m. Pacific Time, and (2) in all events, provide notice of such emergency access to Lessor as soon as reasonably practicable, but in no event later than twenty-four (24) hours after such access, and provide Lessor (i) the date and time of emergency access; (ii) the nature of the event requiring emergency access; and (iii) and the names of the persons and/or company that accessed the Premises.

c. Access Regulations; Parking. Lessee shall not disturb other users or tenants of the Property. Lessor reserves the right to require that Lessee and Lessee's Agents be escorted to the Premises by Lessor or a representative of Lessor. Lessor may impose reasonable rules and regulations on the manner in which Lessee uses the Access Route, which includes without limitation rules and regulations: (1) for the locations in which Lessee, its Agents, Invitees (as defined below) and other personnel may park vehicles and equipment on the Access Route; (2) necessary to secure the Property; and (3) necessary to ensure access to the Property for all users authorized by Lessor. Lessor shall provide any reasonable rules and regulations to Lessee in writing in advance. Lessor will issue to Lessee, and Lessee shall safeguard and not share with others, any keys or codes necessary to access the Premises via the Access Route. 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 over the Property. As used within this Agreement, "Invitee" means the client, customer, invited guest, tenant, subtenant, lessee, assignee and/or sublicensee of a Party in relation to the Premises.

d. 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.

e. Lessor's Access to the Premises. Lessor and its Agents may, after reasonable advance written notice and at any time without advance notice in case of emergency (but with notice to Lessee as soon as reasonably practicable) or for any purpose related to protecting the Property, enter onto and inspect the Premises. During the six (6) months before the expiration of the Term, Lessor may exhibit the Premises to prospective Lessees at times approved by Lessee and in the presence of Lessee or its Agent. In the event of an emergency, Lessor may enter on or pass through the Premises. If, under such emergency circumstances, Lessee is not present to open the Premises, Lessor may enter by any means without liability to Lessee except for failure to exercise reasonable care under the circumstances. Lessor's actions under this section will not constitute an actual or constructive eviction or relieve Lessee of any obligation with respect to making any repair, replacement, or improvement or complying with any law, order, or requirement of any government or other authority. No provision of this section shall be construed as obligating Lessor to perform any maintenance, repairs, alterations or improvements.

5. Utilities.

a. Utility Requirements. Lessee shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "Utilities") under its own account and meters and at its sole cost and expense. Lessor shall reasonably cooperate with Lessee's Utilities providers at no cost to Lessor. Lessor, in its proprietary capacity under this Agreement, shall not provide any Utilities whatsoever to Lessee, except to the extent that it may separately provide such Utilities to the public through separate governmental operations. Under no circumstances shall Lessee "submeter" from Lessor or use any utility service billed by the utility to Lessor.

b. Utility Route. Lessor grants to Lessee a nonexclusive license for a utility route over, under and upon the Property (the "Utility Route") in the location(s) described and depicted in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, cables, conduits and pipes. Lessor grants the Utility Route to Lessee for the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility. Lessee's interest in the Utility Route 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 Route is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

6. Construction.

a. Plans and Specifications. Lessee may not commence any construction or installation activities on the Property that involve new structures or increased loading on existing structures without prior written approval from the City of Antioch Engineer/Director of Public Works or their designee. Lessee shall submit its written request for approval together with complete engineering plans, specifications and a structural analysis report, all in a form reasonably acceptable to the City of Antioch Engineer/Director of Public Works. The City of Antioch Engineer/Director of Public Works may (but is not obligated to) review all or part of such materials and may reasonably approve, conditionally approve or reject them for cause.

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b. Manner of Construction. Lessee and its Agents shall perform all work on the Property and Premises in a good, safe and workmanlike manner, in strict compliance with this Agreement and all Applicable Laws. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by Lessor.

c. Lessee's Contractors. Lessee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the Premises. At least ten (10) business days before any work commences on or about the Premises that requires Lessor's prior approval, Lessee shall provide Lessor with: (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present on the Property.

d. Labor and Material Costs. Lessee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing and installing the Communication Facility in accordance with this Agreement and all Applicable Laws. Lessee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the Premises at Lessee's direction or for Lessee's benefit.

e. Coordination; Supervision. Lessee must coordinate all its installation, construction and other work on or about the Premises with Lessor so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, Lessor or Lessor's municipal operations. Lessor may, but will not be obligated to, supervise any construction activities in connection with this Agreement that require Lessor's prior review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon a written demand and reasonable supporting documentation from Lessor, Lessee shall reimburse Lessor for its actual cost to supervise such construction activities, not to exceed One Hundred Fifty-Five and 00/100 Dollars (\$155.00) per hour.

f. Construction Staging. Lessee and its Agents and Invitees shall not use any surrounding area, including without limitation, any other portion of the Property not exclusively leased by the Lessee as a staging, construction, or storage area without Lessor's prior written consent, which consent by Lessor shall not be unreasonably withheld, conditioned or delayed. Lessor may in its sole but reasonable discretion withhold or revoke its consent to allow Lessee's to use any staging area when Lessee's use unreasonably interferes with other persons or entities authorized to use the Property.

g. As-Built Site Plans. Within ninety (90) days after Lessee completes any subsurface construction, installation or other work on the Property that requires Lessor's prior review and approval, Lessee shall furnish Lessor with as-built site plans that depict all the subsurface equipment and any improvements in the then-current location and configuration. Lessee shall also provide such as-built site plans in a native or portable document format.

h. Modifications and Alterations. Except as expressly provided otherwise in this Agreement, Lessee may not modify or alter Communication Facility in any manner other than as shown on Exhibit "C" without Lessor's prior written consent, which Lessor will not unreasonably withhold or condition. Subject to the preceding sentence, Lessor acknowledges that Lessee, from

time to time, may need to upgrade or add new technologies to the Communication Facility based on its sole discretion as to the need for such upgrade or addition. After Lessee completes any approved modification or alteration, Lessee shall produce or cause to be produced a revised Exhibit "C" that shows all equipment and other improvements comprising the Communication Facility in their current, as-built location and configuration. Such revised Exhibit "C" will not become effective until both Parties sign each page thereto.

i. Routine Maintenance. Routine maintenance means ensuring that the Communication Facility and Premises are kept in good operating condition, in good aesthetic condition in accordance with this Agreement and in safe condition in accordance with all Applicable Laws ("**Routine Maintenance**"). Routine Maintenance includes, but is not limited to, inspections, testing and repairs that are not otherwise modifications or alterations pursuant to Section 6(h) (Modifications and Alterations). Routine Maintenance also includes like-for-like equipment replacements and modifications of existing equipment shown on Exhibit "C" but does not include additional equipment installations not shown on Exhibit "C" or replacement or modified equipment of greater or materially different dimensions or weight. Lessee shall notify Lessor of any Routine Maintenance at least 48 hours in advance of the maintenance by e-mail to publicworks@antiochca.gov. Such notice of Routine Maintenance must include: (1) a schedule with all activities to be performed in connection with the Routine Maintenance; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present at the Property.

j. 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 of Antioch Engineer/Director of Public Works in their sole discretion.

k. 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.

l. Hours of Construction. Lessee's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of users or tenants at the Property. Lessee shall schedule its construction activities between the hours of 8:00 A.M. and 5:00 P.M. Pacific Time Monday through Friday unless approval in writing in advance is obtained from the City of Antioch Director of Public Works/City Engineer, and is otherwise permitted by the City of Antioch Municipal Code.

7. Term.

a. Initial Term. The initial term of this Agreement shall commence on the first day of the month after the Effective Date (the "Commencement Date") and automatically expire five (5) years thereafter unless earlier terminated in accordance with this Agreement ("**Initial Term**").

b. Renewal Term(s). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) 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.

c. Holdover Term. Lessee's right to possess and use the Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer 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, Cabling Space, Access Route, Utility Route, Landscape Buffer or any part of the Property after this Agreement expires or terminates, then: (1) this Agreement will automatically convert to a month-to-month tenancy ("**Holdover Term**"); (2) the Rent shall automatically increase one hundred thirty-five percent (135%) over the Rent in effect at that time ("**Holdover Rent**") and will continue to increase in accordance with Section 8(b) (Annual Rent Escalator); (3) either Lessor or Lessee may terminate the Holdover Term on 30 days' prior written notice for any or no reason thereby automatically commencing the Restoration Period on the effective date of such termination; and (4) all other terms and conditions in this Agreement shall continue. There is no right to a Holdover Term in this Agreement.

8. Rent.

a. Base Rent. Lessee shall pay to Lessor the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month ("**Rent**") commencing on the Commencement Date with the initial Rent payment due to Lessor within forty-five (45) days following the Commencement Date; thereafter, Lessee shall pay to Lessor each subsequent Rent payment in advance on or before the first day of each calendar month.

b. Annual Rent Escalator. Commencing on the first annual anniversary of the Commencement Date, and on each subsequent annual anniversary thereafter through the Term and any Holdover Term, Rent shall automatically increase three percent (3%) over the Rent or Holdover Rent, as may be applicable, in effect during the immediately prior twelve (12) months.

c. Administrative Fee. Separate from Rent, Lessee shall pay to Lessor a one-time fee of Twelve Thousand and 00/100 Dollars (\$12,000.00) ("**Administrative Fee**") due to Lessor within forty-five (45) days after the Effective Date. The Administrative 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 Administrative Fee upon the full execution of this Agreement, and that the Administrative Fee does not constitute Rent or any offset to Rent or any other amount due from Lessee to Lessor.

d. Late Fee. If Lessee fails to timely and fully pay any Rent or other amount payable to Lessor, such amounts due and owing will be subject to a late charge equal to twelve percent

(12%) of such unpaid amounts ("**Late Fee**"). The Parties agree that such Late Fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

e. Interest. Any Rent and all other amounts payable to Lessor will bear interest at the greater of (i) ten percent (10%) per annum or (ii) the highest rate permitted by Applicable Law from the due date when not paid within ten (10) days after due and payable to Lessor. Any sums received shall be first applied toward any costs of collection and/or attorneys' fees incurred by Lessor pursuant to this Agreement, then to interest, then to Late Fees, and lastly to the principal amount owed. Any interest or Late Fee payments alone will not excuse or cure any default by Lessee.

f. Payments. Lessee shall ensure that all payments to Lessor include Lessee's site number. Payments shall be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other payee and address as may be determined from time to time and upon notice to Lessee pursuant to Section 28 herein. Lessee shall make payments due and owing to Lessor pursuant to this Agreement separate from any other payments that Lessee may owe to Lessor: (i) in Lessor's proprietary capacity pursuant to any other agreements; or (ii) in Lessor's regulatory capacity. Any written notice required pursuant to Section 28 tendered to the address specified in this section is invalid and not considered to be tendered to Lessor, except to the extent the addresses in this section and Section 28 are the same. No payment by Lessee or receipt by Lessor of a lesser amount than payment due will be deemed to be other than a payment made on account toward the total payment due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Lessor's acceptance of such checks or payment will be without prejudice to Lessor's right to recover the balance of the amount due or pursue any other remedy in this Agreement. Lessee may require receipt of a validly completed IRS Form W-9 (or its equivalent) prior to the duty to tender the Rent and any other amounts due under this Agreement.

9. Maintenance and Repairs.

a. Lessee's Maintenance Obligations. Throughout the Term and any Holdover Term, Lessee, at its sole cost and expense, shall maintain, repair and secure its Communication Facility and all other personal property and improvements brought onto the Property in good, orderly and safe condition. Lessee shall keep the Premises free of debris, graffiti and any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference in Lessor's sole but reasonable discretion, and shall correct any such conditions within forty-eight (48) hours after receipt of written notice.

b. Graffiti. Lessee shall abate any graffiti, household trash, litter, debris, any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference in Lessor's sole but reasonable discretion, or any other public nuisance that arises from Lessee's use of the Premises, within forty-eight (48) hours after Lessor's notification to Lessee of same. Lessor may, in Lessor's sole but reasonable discretion, extend the period of time for Lessee's abatement after Lessor's receipt of a request from Lessee that includes a showing of good cause for such extension.

c. Lessee's Duty to Repair to Property. Throughout the Term of this Agreement, Lessee shall promptly repair any damage to any area where it enjoys exclusive control, which includes the Premises. 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 Agents' construction, operation, maintenance, omissions, or other use in connection with the Communication Facility. Lessee shall immediately provide Lessor with written notice of damage caused by Lessee to the Property or Lessor's improvements. 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 Lessor, 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.

d. Removal of Vegetation. Lessee has the right, at Lessee's sole cost and expense, to remove vegetation from the Premises where such vegetation interferes with or presents a hazard to Lessee's use of the Premises. If Lessee removes any such vegetation, Lessee must immediately dispose of the removed vegetation, at Lessee's sole cost and expense, off of the Property and in accordance with Applicable Laws. Before Lessee may remove any other obstructions from any other portion of the Property other than the Premises, Lessee must obtain Lessor's prior written approval.

e. Routine Generator Testing. Lessee shall schedule any routine testing of any generator equipment approved on Exhibit "C" between the hours of 9:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday unless prior written approval is obtained from the City of Antioch Director of Public Works/City Engineer and is otherwise permitted by the City of Antioch Municipal Code.

f. Lessor's Maintenance Obligations. 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 on the Property. In the event of any such impairment, Lessor shall provide alternate access to the Premises. Lessor shall not be responsible for repairs or maintenance in connection with the Communication Facility or Premises or for any associated costs except to the extent caused by Lessor or its Agents. Lessor shall maintain the Access Route in a manner sufficient to allow access, weather and seasonal conditions permitting. Lessee acknowledges that the Access Route as currently constructed and maintained is sufficient to provide it with access. Lessor, under no circumstances, shall be required to expand or enlarge the Access Route.

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g. 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 regulatory capacity, and in full compliance with all applicable federal, state, and local laws and regulations.

10. 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.

11. Removal and Restoration; Reconveyance.

a. Within ninety (90) calendar days after this Agreement expires or terminates ("Restoration Period"), Lessee, at its sole expense, shall (i) cause the immediate cessation of all its radio transmissions from the Property; and (ii) completely remove Lessee's facilities, equipment and improvements to a depth of six (6) feet; (iii) restore the Premises and any affected areas of the Property to its original condition as it existed before the Effective Date, excluding ordinary wear and tear; (iv) surrender the Premises to Lessor; and (v) if Lessee has recorded a memorandum of this Agreement or any other documents in Lessor's Property chain of title with the Contra Costa County Recorder's Office, 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 pursuant to Section 29(i).

b. Notwithstanding any other provision of this Agreement, Lessee's obligation to pay the Rent or Holdover Rent as applicable hereunder shall continue and Lessee shall be deemed in actual possession of the Premises until Lessee has complied with all removal, restoration, surrender and reconveyance requirements of this Agreement.

12. 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.

13. Interference with Communications.

a. Lessee's Interference Obligations. Lessee shall not operate the Equipment, cause or allow others to operate the Equipment or use the Premises in a manner that causes interference with other communication transmission or reception equipment lawfully used by Lessor, its Agents or any third parties authorized by Lessor to use the Property existing as of the Effective Date. Any such interference will be deemed a default under this Agreement and, after Lessee receives notice that such interference exists, Lessee will be responsible to promptly eliminate any such interference at no cost to Lessor. Lessor agrees to reasonably cooperate with Lessee's efforts to locate the interference source. In the event that Lessee does not promptly cure such interference within seventy-two (72) hours following notice, Lessee shall reduce power or cease operations of the interfering Equipment until the interference is cured. The Parties acknowledge that continued interference with communication transmission or reception equipment lawfully used by Lessor, its Agents or any third parties authorized by Lessor to use the Property may result in irreparable harm and, therefore, Lessor will have the right to bring an action against Lessee to enjoin such interference or terminate this Agreement.

b. Lessor's Governmental Communications. Lessee acknowledges that Lessor may use communications equipment on the Property in connection with its governmental or regulatory functions, that such equipment and/or the frequencies on which such equipment operates may change from time to time, and that communications in connection with Lessor's governmental or regulatory functions are paramount over Lessee's operations. Notwithstanding anything in this Agreement to the contrary, any interference with Lessee's operations or Communication Facility caused by any communications equipment used by Lessor in its governmental or regulatory capacity in connection with its governmental or regulatory functions: (1) will not be a default under this Agreement; (2) will not entitle Lessee to demand a cure to such interference; and (3) will not entitle Lessee to bring any judicial action for any injunction. Notwithstanding the foregoing, Lessor agrees to reasonably cooperate with Lessee's efforts to locate the interference source and make a good faith effort to resolve the interference with Lessee's operations or Communication Facility in a manner that does not diminish Lessor's governmental or regulatory functions and use of its communications equipment within seventy-two (72) hours following notice from Lessee. The provisions in this section shall not preclude Lessee's right to seek relief from the FCC in accordance with the FCC's rules and regulations.

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14. Taxes.

a. Title to Lessee's Equipment and Improvements. Lessee's Communication Facility, equipment and other improvements constructed, installed or placed on the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer by Lessee or at Lessee's request or direction will be and at all times remain Lessee's personal property and will not be deemed fixtures or real property for any purpose, whether such objects would be deemed fixtures or real property under Applicable Laws or not.

b. Possessory Interest Taxes. Lessee understands and acknowledges that: (1) this Agreement and/or any improvements placed on the Property may create a possessory interest, as defined in California Revenue and Taxation Code § 107, subject to taxation; (2) Lessee will be required to timely pay any and all such possessory interest taxes; and (3) any transfer, assignment or sublicense in connection with this Agreement, and any options to extend or renew this Agreement, may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement. Lessee further acknowledges that Lessee will have no Claim for damages against Lessor for any possessory interest taxes levied against the Premises, Communication Facility or improvements because it received actual notice that this Agreement may create a possessory interest and that Lessee would be solely liable for any and all taxes levied on such possessory interest.

c. Lessee's Tax and Assessment Obligations. Lessee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever (collectively, "**Impositions**"), which includes without limitation any possessory interest taxes, that arise from or in connection with Lessee's uses on the Premises or the Communication Facility that may be imposed on Lessee under Applicable Laws. Lessee shall not allow or suffer any lien for any Impositions to be imposed on the Premises or Communication Facility. In the event that Lessor receives any Imposition notices on or in connection with the Premises or Communication Facility, Lessor shall promptly (but in no event later than thirty (30) calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to the Communication Facility.

d. Lessee's Right to Contest Taxes or Assessments. Lessee will have the right to contest any Impositions that Lessee disputes in good faith, so long as no lien attaches to the Property and Lessee complies with any bond, deposit, collateral or other requirements under Applicable Law.

15. Liens. Lessee shall keep the Premises free and clear from any and all liens or other impositions in connection with any work performed, material furnished or obligations incurred by or for Lessee. Lessee will inform all contractors and material suppliers that provide any work, service, equipment or material to Lessee in connection with the Premises that the Premises is public property not subject to any mechanics' liens or stop notices. If any Lessee contractor or material supplier files any lien or imposition that attaches to the Premises, Lessee shall promptly (but in no case later than thirty (30) days after discovery) cause such lien or imposition to be released. In the event that Lessee does not cause such lien or imposition to be released within the thirty (30) day period, Lessor will have the right, but not the obligation, to cause such lien or imposition to be

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released in any manner Lessor deems proper, which includes without limitation payment to the lienholder, with or without notice to Lessee. Lessee shall reimburse Lessor for all costs and expenses incurred to cause such lien or imposition to be released (which includes without limitation reasonable attorneys' fees) within ten (10) days after Lessee receives a written demand from Lessor together with reasonable documentation to support such costs and expenses. Lessee shall give Lessor ten (10) days' written notice prior to its commencement of construction or performance of any work on or about the Premises so Lessor shall have the opportunity to post notices of non-responsibility or other notices which may prevent a lien from attaching to Lessor interest in the Premises or the structure.

16. Default.

a. Material Default. A material default and breach under this Agreement ("**Default**") shall be deemed to occur when:

i. Lessee does not deliver any sums due under this Agreement within twenty (20) calendar days after receipt of written notice from Lessor;

ii. A defaulting Party does not observe or perform any non-monetary term under this Agreement within the time period as required in this Agreement or, if no time period is specified, not more than thirty (30) calendar days after receipt of written notice from the non-defaulting Party; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, the defaulting Party promptly commences to cure when it receives written notice from the non-defaulting Party, and the defaulting Party diligently prosecutes its cure to completion; or

iii. Lessee attempts in any manner to exclude Lessor from the Property outside the Premises, except as provided in this Agreement.

b. Sums Paid During Default. Neither Lessee's payment nor Lessor's or its Agents' acceptance of any Rent or any other sums due to Lessor or its Agents under this Agreement during any such Default will be deemed to cure any such Default, waive Lessor's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim Lessor may have for further or additional sums.

c. Event of Default Costs. All costs reasonably incurred by the non-defaulting Party in connection with an Event of Default, as defined herein, of the other party, including, but not limited to, all costs, expenses and actual accountants' appraisers', attorneys' and other professional fees, and any collection agency or other collection charges, shall be due and payable by the defaulting Party to the non-defaulting Party within thirty (30) days following the defaulting Party's receipt of the non-defaulting Party's demand. For the purposes of the foregoing "**Event of Default**" shall mean the continuing default by a defaulting Party of its duties or obligations under this Agreement after receipt of written notice of the Default from the non-defaulting Party, and, if expressly applicable hereunder, the expiration of all applicable periods to cure the Default.

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d. Cumulative Remedies. Except as may be specifically provided otherwise in this Agreement, any and all rights, benefits and/or remedies provided or afforded to either Party under this Agreement or any other instrument or document executed pursuant to this Agreement are and will be cumulative and not exclusive of any legal or equitable rights, benefits or remedies available to either Party under Applicable Laws.

17. Expiration and Termination.

a. Grounds to Terminate. In addition to any other provision in this Agreement that authorizes Lessor or Lessee to terminate this Agreement, this Agreement may be terminated as follows:

i. by either Lessor or Lessee upon thirty (30) days' written notice when the other remains in Default beyond any applicable cure period, as may be extended;

ii. upon one hundred eighty (180) 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 17(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.

18. Damage or Destruction of Premises. If the Premises, in whole or in part, becomes damaged or destroyed due to any cause, Lessor will have no obligation to repair, rebuild or replace the damaged or destroyed Premises. If the Premises, in whole or in part, becomes so damaged or destroyed that it materially impairs Lessee's Permitted Use, and such damage or destruction resulted from a cause not attributable to Lessee or any other person or entity affiliated with Lessee or under Lessee's direction or control, Lessee may elect to terminate this Agreement within sixty (60) days after such damage or destruction occurs.

19. Condemnation.

a. Permanent Takings. If any entity with the power to condemn permanently takes any Premises in whole or in part, or if Lessor transfers the Premises (in whole or in part) to such entity in lieu of eminent domain, the following provisions will apply:

i. This Agreement will automatically terminate on the date the permanent taking or transfer occurs. Lessor will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Lessee hereby expressly waives any right or claim to any portion thereof, including any Claim for loss of business or goodwill. All damages, whether awarded as compensation for diminution in value of the Agreement or to the fee of the Premises, shall belong to Lessor. Lessee will have no Claim against Lessor for the value of any unexpired Term of this Agreement or otherwise except that Lessee may claim any portion of the award that is specifically allocable to Lessee's loss or damage to Communication Facility or other trade fixtures or personal property.

ii. If Lessor transfers the Premises (in whole or in part) to any entity with the power to condemn in lieu of eminent domain, the proceeds from such transfer shall be distributed in the same manner as in a condemnation.

iii. The Parties understand, acknowledge and agree that this Section 19(a) is intended to fully govern the Parties' rights and obligations in the event of a permanent taking. Each Party hereby waives and releases any right to terminate this Agreement in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Applicable Laws to the extent applicable to this Agreement.

b. Temporary Takings. Any taking that affects the Premises in whole or in part for less than ninety (90) days will have no effect on this Agreement, except that Lessee will be entitled to a pro-rata abatement in the Rent to the extent that such temporary taking materially impairs Lessee's use of the Premises. Furthermore, in the event that Lessor receives an award, if any, in connection with such temporary taking, Lessee will receive the portion from the award that represents compensation for the use or occupancy of the Premises during the Term but not to exceed the Rent payable by Lessee for the period of the taking, and Lessor will retain the balance of the award.

20. 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 20 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 Lessor. 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

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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. After the full execution of this Agreement, Lessee shall provide prompt written notice to Lessor if any such deductibles or self-insured retentions change.

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 20 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.

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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; provided, however, that Lessor may not exercise its right to modify these requirements more than once every three (3) years from the date of the last modification.

21. Assignment; Sublease.

a. Assignments and Transfers. Lessee may assign or transfer this Agreement in whole at any time without Lessor's consent (i) to any entity which Lessee directly or indirectly Controls; (ii) to any entity which directly or indirectly Controls Lessee; (iii) to any entity directly or indirectly under Common Control with Lessee; or (iv) to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide Lessor with written notice of such an assignment no later than thirty (30) days following the date of such an assignment. As used in this section, "Control" means (1) as to a corporation, stock ownership with the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock, issued and outstanding, of the controlled corporation; or (2) as to partnerships and other business association forms, more than fifty percent (50%) ownership of the beneficial interest and voting control of such association. As used in this section, "Common Control" means two or more entities that are Controlled by a same third entity. Any other assignment or transfer of this Agreement in whole or in part shall require Lessor's prior written approval, which approval Lessor shall not unreasonably withhold, delay or condition. Any assignment or transfer that violates this Section 21(a) (Assignments and Transfers) shall be deemed void and without any legal effect whatsoever, and Lessor shall have the right (but not the obligation) to terminate this Agreement upon written notice to Lessee. This section shall not preclude Lessee's right to enter into standard roaming agreements allowing subscribers of other wireless carriers to use Communication Facility specifically constructed for Lessee's use.

b. Sublease. Lessee may not sublease, sublicense, or in any other manner allow a third Party to occupy or use the Premises, or any portion thereof, without Lessor's prior written consent, which Lessor may withhold, condition or deny for any or no reason. Any act that violates this Section 21(b) (Sublease) shall be deemed to be a material default by Lessee and Lessor shall have the right (but not the obligation) to exclude any unauthorized third parties from the Property.

c. Continuing Obligations after Transfer. No assignment, sublease or other transfer, whether with Lessor's consent or not, will relieve Lessee from any obligation under this Agreement unless: (1) Lessor expressly releases Lessee from such obligations in a written release signed by the City Manager; (2) Lessee's transferee demonstrates the present ability to perform such obligations to the City Manager's satisfaction; and (3) Lessee's transferee expressly and irrevocably assumes such obligations in a writing signed by Lessee's transferee. Any assignment, sublicense or other transfer that is not in compliance with this Section 21 (Assignment; Sublease) will be deemed to be a material default by Lessee. Any payment by any third-party person or entity accepted by Lessor in connection with this Agreement will not be deemed to waive any provision or obligation in this Agreement or be construed to be consent by Lessor to any assignment or sublease.

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, upon Lessee's written request, Lessor shall, at Lessee's sole cost and expense, use commercially reasonable efforts obtain and furnish to Lessee a non-disturbance agreement for each such mortgage. If Lessor fails to provide any non-disturbance agreement pursuant to the foregoing within a reasonable period of time, 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; Limitation of Liability.**

a. **General Indemnification Obligations.** Lessee, for itself and its successors and assigns, shall indemnify, defend and hold Lessor, its Agents, Invitees, elected and appointed officials and volunteers (the "**Indemnified Lessor Party(ies)**") harmless from and against any and all Claims incurred in connection with or arising in whole or in part from any act or omission by Lessee or its Agents or Invitees in connection with this Agreement or the Communication Facility, whether any negligence may be attributed to any Indemnified Lessor Parties or not, whether any liability without fault is imposed or sought to be imposed on any Indemnified Lessor Parties or not, but except to the extent that that such Claim is directly and exclusively caused by Lessor's sole active negligence or willful misconduct. Lessee's obligations under this Section 23 include, without limitation, all reasonable fees, reasonable costs and expenses for attorneys, consultants and experts, and Lessor's actual costs to investigate and defend against any Claim. Lessee expressly acknowledges and agrees that: (a) Lessee has an immediate and independent obligation to defend any Indemnified Lessor Parties from any Claim that actually or potentially falls within this Section 23, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (b) Lessee's obligations arise at the time any Indemnified Lessor Parties tender a Claim to Lessee and continue until such Claim's final, non-appealable resolution. Lessee's obligations under this Section 23 shall survive this Agreement's revocation, termination or expiration.

b. **Lessor's Indemnity.** The absence of Lessor's indemnification of Lessee under this Agreement shall not be construed to limit or waive any statutory or legal rights in equity or at law that Lessee may have against Lessor for (i) the negligent, willful or intentional acts or omissions of Lessor or Lessor Party in connection with this Agreement; (ii) Lessor's breach of this Agreement; or (iii) a breach of any representation, warranty or covenant of Lessor contained or incorporated in this Agreement.

c. Negligent or criminal acts by members of the public using the Property shall not be deemed to be the liability or responsibility of Lessor.

d. Limitation of Liability. Lessee expressly acknowledges and agrees that the Rent or any other sums payable to Lessor under this Agreement do not consider any potential liabilities for consequential or incidental damages. Lessor would not willingly enter this Agreement without a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to Lessor's or its Agents' acts or omissions, and Lessee expressly assumes the risk with respect thereto. Accordingly, without limiting Lessee's indemnification obligations or other waivers contained in this Agreement and as a material consideration for this Agreement, Lessee fully releases, waives and discharges forever any and all Claims against Lessor for consequential and/or incidental damages that arise from or in connection with this Agreement, which includes without limitation any lost profits from disruption to the Communication Facility, any interference with uses or activities conducted by Lessee under this Agreement, from any cause whatsoever, and whether due to Lessor's or its Agents' active or passive negligence or willful misconduct or not, and covenants not to sue for such damages Lessor, and the City of Antioch's other departments, and all City of Antioch agencies, officers, directors and employees, and all persons acting by, through or under them.

e. 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. No elected or appointive board, agency, member, officer, employee or other Agent of Lessor will be personally liable to Lessee, its successors and assigns, in the event of any Default or breach by Lessor or for any amount which may become due to Lessee, its successors and assigns, or for any obligation of Lessor under this Agreement.

f. This Section 23 shall survive the termination, cancellation or expiration of this Agreement.

24. Hazardous Materials.

a. 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.

b. 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.

c. "**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 Regulatory 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.

d. This Section 24 shall survive the termination, cancellation or expiration 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.** If Lessor desires to repair, redevelop, modify, remodel or in any way alter Lessor's improvements on Premises or the Property ("**Redevelopment**"), Lessor shall use commercially reasonable efforts to accommodate Lessee's continuing use of the Premises. Lessee agrees to reasonably cooperate with Lessor regarding such Redevelopment. If any proposed Redevelopment necessitates the relocation of the Communication Facility, Lessor shall give Lessee at least ninety (90) business days prior written notice and Lessee shall relocate the Communication Facility to another mutually agreed upon location at Lessee's sole cost and expense unless deemed any emergency by Lessor in its sole but reasonable discretion, then within ten (10) days prior written notice. The Parties shall amend this Agreement to reflect such relocation.

28. **Notices and Deliveries.**

a. Any notice or demand required to be given herein shall be made in writing and sent by United States Postal Service certified or registered mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, courier fee prepaid, to the address of the respective Parties set forth below in this subsection (a):

Lessor: City of Antioch, California
Attn: City Manager's Office – LEGAL Notice
P.O. Box 5007
Antioch, CA 94531

With a true and complete copy to:

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

Lessee: Dish Wireless L.L.C.
Attn: Lease Administration/SFSFO00890B
5701 South Santa Fe Dr.
Littleton, Colorado 80120

b. All notices, demands or other correspondence in connection with this Agreement will be deemed to have been delivered upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or the date an attempt to make delivery fails if undeliverable to the specified address. Any copies required to be given constitute an administrative step for the Parties' convenience and not actual notice. The Parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

c. Lessor's designated payee is:

City of Antioch
A/R Finance Department
Attention: Finance Director
P.O. Box 5007
Antioch, CA 94531

d. Lessor may from time to time designate any other payee and address for the payee by written notice to Lessee.

29. Miscellaneous.

a. Interpretation; Construction.

i. The recitals set forth in this Agreement are true and correct.

ii. The section captions in this Agreement are included for the Parties' convenience and reference and do not define or limit the scope or intent of any provision in this Agreement.

iii. This Agreement has been jointly negotiated and, although formulated at the outset by counsel for Lessor, the Agreement has been reviewed by counsel for Lessee, and each such counsel has participated in the preparation of the final Agreement. The language used in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party, and it is agreed that no provision hereof shall be construed against any Party hereto by virtue of the activities of that Party or such Party's attorneys.

iv. Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.

v. References in this Agreement to "days" mean calendar days, unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday or a bank or City of Antioch holiday. If the last day in any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day.

vi. Unless expressly provided otherwise, references in this Agreement to codified statutes and regulations will be interpreted to refer to such statutes and regulations as the same may be duly amended, recodified or superseded.

vii. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined

JCS

terms encompass all their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.)

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. Recording of Memorandum. Lessor acknowledges that a memorandum of this Agreement, in a form to be mutually agreed to by the Parties, may be recorded in the Official Records of the County where the Property is located by Lessee at Lessee's sole cost and expense. Except as maybe otherwise provided within this Agreement, Lessee shall have no right to record

any other documents or instruments against Lessor's title to the Property without Lessor's prior written consent which may be withheld, conditioned or denied by Lessor for any or no reason in Lessor's sole discretion. Upon termination or expiration of this Agreement or any Holdover Term, Lessee, at its sole cost and expense, shall execute and cause to be recorded a legally-sufficient document to terminate all of Lessee's rights in the Property in favor of Lessor, and provide Lessor with the recorded original ("**Release and Termination of Agreement**"). Notwithstanding any other provision in this Agreement, Rent or Holdover Rent (as applicable) shall continue until Lessee is in full compliance with the requirements of this section. In addition, Lessee hereby appoints Lessor its irrevocable agent for the sole purpose to cause a Release and Termination of Agreement to be created and recorded in the event that Lessee fails to perform the obligations required herein and after written notice from Lessor. The Parties specifically recognize that Lessor has the specific power coupled with the interest in the Property to do all those things set out in and pursuant to this section after thirty (30) days' written notice to Lessee.

j. 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. Notwithstanding anything herein to the contrary, in the event that the Cabling Space, Access Route or Utility Route are not described and depicted on Exhibit "B" and/or Exhibit "C" as of the Effective Date and prior to Lessee's commencement of the initial construction of the Communication Facility, the Parties agree that Exhibit "B" and Exhibit "C" may be revised one (1) time, at Lessee's sole cost and expense, to include or revise the Cabling Space, Access Route and Utility Route legal descriptions, surveys, and depictions on construction drawings as may be necessary prior to Lessee's commencement of the initial construction of the Communication Facility, subject to Lessor's acceptance of such revised exhibit(s) in Lessor's sole discretion. Lessor shall signify its acceptance of such revised exhibit(s) by initialing each page of such revised exhibit(s), after which the original exhibit(s) shall be deemed replaced and superseded without the need for further amendment of this Agreement. In no event shall Lessee commence the initial construction of the Communication Facility until the Cabling Space, Access Route and Utility Route are described and depicted on Exhibit "B" and Exhibit "C" as required by this Agreement.

k. 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.

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 Municipal Code, and the California Government Code §§ 810 *et seq.*

m. False Claims Act. Lessee agrees that any Claim submitted to Lessor must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Lessee acknowledges that if a false claim is submitted

to Lessor by Lessee, it may be considered fraud and Lessee may be subject to criminal prosecution. Lessee acknowledges that the False Claims Act, California Government Code §§ 12650 *et seq.*, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Lessor seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Lessee acknowledges that the filing of a false claim may subject Lessee to an administrative debarment proceeding as the result of which Lessee may be prevented to bid on any public work or improvement for a period of up to five (5) years.

n. 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

o. 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).

p. No Relocation Assistance. This Agreement does not create any right in Lessee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such laws may apply, Lessee waives, releases and relinquishes forever any and all Claims that it may have against Lessor for any compensation from Lessor except as provided in Section 19 (Condemnation).

q. Estoppels. Lessee, at any time and from time-to-time on not less than thirty (30) days' notice from Lessor, shall execute, acknowledge and deliver to Lessor or its designee, an estoppel certificate which states: (1) that Lessee has accepted the Premises (or, if Lessee has not done so, that Lessee has not accepted all or any part of the Premises and specifying the applicable portions of the Premises and reasons for non-acceptance); (2) the Commencement Date, Effective Date and expiration date for this Agreement; (3) that this Agreement is unmodified and in full force and effect or, if modified, the manner in which this Agreement is modified; (4) whether any defenses then exist against the enforcement of any of Lessee's obligations under this Agreement (and if so, specifying the same); (5) whether any of Lessor's obligations under this Agreement are outstanding (and if so, identifying any Lessor obligations that Lessee believes that Lessor has failed to meet); (6) the dates, if any, to which Rent has been paid; (7) the number and identity of all sublicensees, if any, on the Premises, and the dates on which such sublicensees commenced

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and terminated their use or occupancy on the Premises; and (8) any other information that may be reasonably required by any such persons.

r. Brokers. The Parties represent to each other that neither has had any contact, dealings or communications with any broker in connection with this Agreement, whose commission, if any, would be paid pursuant to a separate written agreement between such broker and such Party with which such broker contracted. If any broker perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, Lessee shall indemnify Lessor from all Claims brought by the broker. The representations and indemnification obligations in this section will survive the expiration, cancellation or termination of this Agreement.

s. Submission of Agreement. The submission of this Agreement to the Parties or 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.

t. Execution; Counterparts. The Parties warrant and represent to each other that the person who executes this Agreement on their behalf has the full power and authority to enter this Agreement, and that any approvals or authorizations necessary to enter this Agreement have been obtained. This Agreement may be executed simultaneously or in one or more counterparts. If the Parties elect to execute this Agreement in one or more counterparts, Lessee shall execute first, Lessor shall execute second, each executed counterpart will be deemed to be an original, but all counterparts taken together will constitute one and the same agreement.

SIGNATURES ON NEXT PAGE

JCS

Site Number: SFSO00890B
Market: San Francisco

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: _____
Kwame Reed
Acting City Manager

Date: _____

ATTEST:

By: _____
Ellie Householder, MPP
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith
City Attorney

Lessee:

DISH WIRELESS L.L.C., a Colorado limited liability company

By: _____


Print Name: _____
Satish Sharma
Executive VP

Print Title: _____
DISH Wireless

Date: _____
8/13/2024

Site Number: SFSO00890B
Market: San Francisco

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Property of which Premises are a part is described as follows:

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 88-092952 O.R.:

LOT A, AS SHOWN ON THE MAP OF SUBDIVISION 4420, FILED DECEMBER 5, 1973, IN BOOK 165 OF MAPS, PAGE 46, CONTRA COSTA COUNTY RECORDS.

EXHIBIT "B"

**DESCRIPTION OF PREMISES, CABLING SPACE, ACCESS ROUTE AND UTILITY
ROUTE**

Legal descriptions and survey stamped by professional land surveyor "d'Artagnan Alba" appear behind this cover (4 additional pages). On the following pages, the "Equipment Space" portion of the "Premises" is referred to as the "Equipment Lease Area", the "Transformer Space" portion of the "Premises" is referred as the "Transformer Lease Area", and the "Utility Route" is referred as the "Utility Easement".

EXHIBIT "B-1"

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 88-092952 O.R.:

LOT A, AS SHOWN ON THE MAP OF SUBDIVISION 4420, FILED DECEMBER 5, 1973, IN BOOK 165 OF MAPS, PAGE 46, CONTRA COSTA COUNTY RECORDS.

PROPOSED EQUIPMENT LEASE AREA LEGAL DESCRIPTION:

BEING A PORTION OF LOT A, AS SHOWN ON THE MAP OF SUBDIVISION 4420, FILED DECEMBER 5, 1973, IN BOOK 165 OF MAPS, PAGE 46, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY MOST CORNER OF SAID LOT A, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT A N 74°44'31" E, A DISTANCE OF 163.39 FEET, THENCE LEAVING SAID SOUTHERLY LINE, N 15°15'29" W, A DISTANCE 21.57 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE S 74°43'38" W, A DISTANCE OF 17.33 FEET;
COURSE 2) THENCE N 15°16'22" W, A DISTANCE OF 16.00 FEET;
COURSE 3) THENCE N 74°43'38" E, A DISTANCE OF 8.32 FEET TO POINT 'A';
COURSE 4) THENCE CONTINUING N 74°43'38" E, A DISTANCE OF 9.01 FEET;
COURSE 5) THENCE S 15°16'22" E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 278 SQUARE FEET, MORE OR LESS.

TOGETHER WITH RIGHTS OF INGRESS & EGRESS TO AND FROM THE PUBLIC RIGHT OF WAY OF SILVERADO DRIVE.



EXHIBIT "B-2"

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

BEING 2.00 FOOT WIDE STRIP OF LAND, OVER AND ACROSS A PORTION OF LOT A, AS SHOWN ON THE MAP OF SUBDIVISION 4420, FILED DECEMBER 5, 1973, IN BOOK 165 OF MAPS, PAGE 46, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, LYING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

STRIP NO. 1

BEGINNING AT DESCRIBED POINT 'A';

COURSE 1) THENCE N 35°20'88" W, A DISTANCE OF 21.98;

COURSE 2) THENCE N 87°54'29" W, A DISTANCE OF 58.49 FEET TO POINT 'B' AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER WITH RIGHTS OF INGRESS & EGRESS TO AND FROM THE PUBLIC RIGHT OF WAY OF SILVERADO DRIVE.



EXHIBIT "B-3"

PROPOSED TRANSFORMER LEASE AREA LEGAL DESCRIPTION:

BEGINNING AT DESCRIBED POINT 'B';

COURSE 1) THENCE S 02°05'31" W, A DISTANCE OF 7.00 FEET;
COURSE 2) THENCE N 87°54'29" W, A DISTANCE OF 10.33 FEET;
COURSE 3) THENCE N 02°05'31" E, A DISTANCE OF 8.00 FEET;
COURSE 4) THENCE S 87°54'29" E, A DISTANCE OF 10.33 FEET;
COURSE 5) THENCE S 02°05'31" W, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING AND
THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 83 SQUARE FEET, MORE OR LESS.

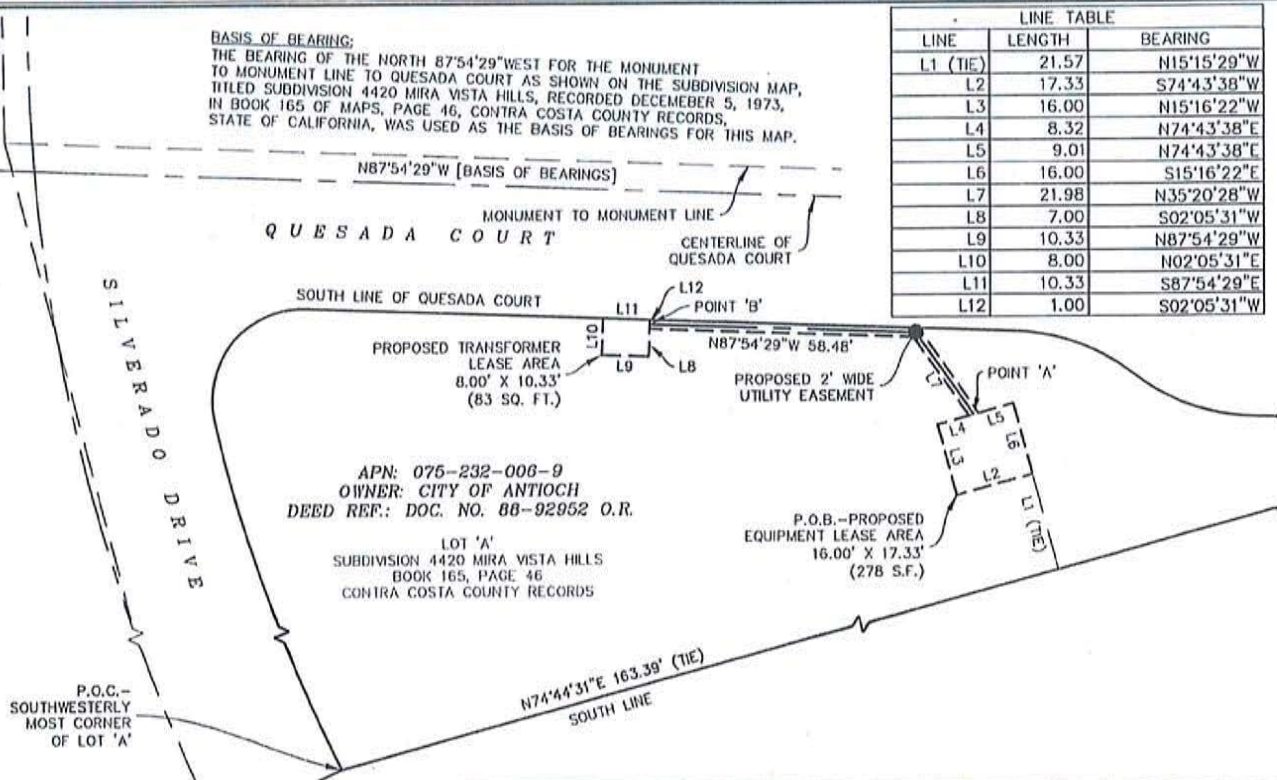
TOGETHER WITH RIGHTS OF INGRESS & EGRESS TO AND FROM THE PUBLIC RIGHT OF WAY OF
SILVERADO DRIVE.



BASIS OF BEARING:

THE BEARING OF THE NORTH 87°54'29"W FOR THE MONUMENT TO MONUMENT LINE TO QUESADA COURT AS SHOWN ON THE SUBDIVISION MAP, TITLED SUBDIVISION 4420 MIRA VISTA HILLS, RECORDED DECEMBER 5, 1973, IN BOOK 165 OF MAPS, PAGE 46, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LINE TABLE		
LINE	LENGTH	BEARING
L1 (TIE)	21.57	N15°15'29"W
L2	17.33	S74°43'38"W
L3	16.00	N15°16'22"W
L4	8.32	N74°43'38"E
L5	9.01	N74°43'38"E
L6	16.00	S15°16'22"E
L7	21.98	N35°20'28"W
L8	7.00	S02°05'31"W
L9	10.33	N87°54'29"W
L10	8.00	N02°05'31"E
L11	10.33	S87°54'29"E
L12	1.00	S02°05'31"W



APN: 075-232-006-9
OWNER: CITY OF ANTIOCH
DEED REF.: DOC. NO. 88-92952 O.R.

LOT 'A'
SUBDIVISION 4420 MIRA VISTA HILLS
BOOK 165, PAGE 46
CONTRA COSTA COUNTY RECORDS

P.O.B.-PROPOSED
EQUIPMENT LEASE AREA
16.00' X 17.33'
(278 S.F.)

P.O.C.-
SOUTHWESTERLY
MOST CORNER
OF LOT 'A'



EXHIBIT "A-4"

PLAT TO ACCOMPANY DESCRIPTION FOR:

EASEMENT PLAT

IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA
PORTION OF SECTION 35, T.2N., R.1E., M.D.M.,
CONTRA COSTA COUNTY, CA.

DRAWN BY: C. JANNINE

DATE: 01-26-2024

JOB NO.: 56-1460

SMITHCO
SURVEYING ENGINEERING

P.O. BOX 80616
BAKERTOWN, CA 95350
PHONE: (415) 393-4217
FAX: (415) 393-4218

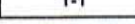


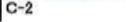
Site Number: SFSO00890B
Market: San Francisco

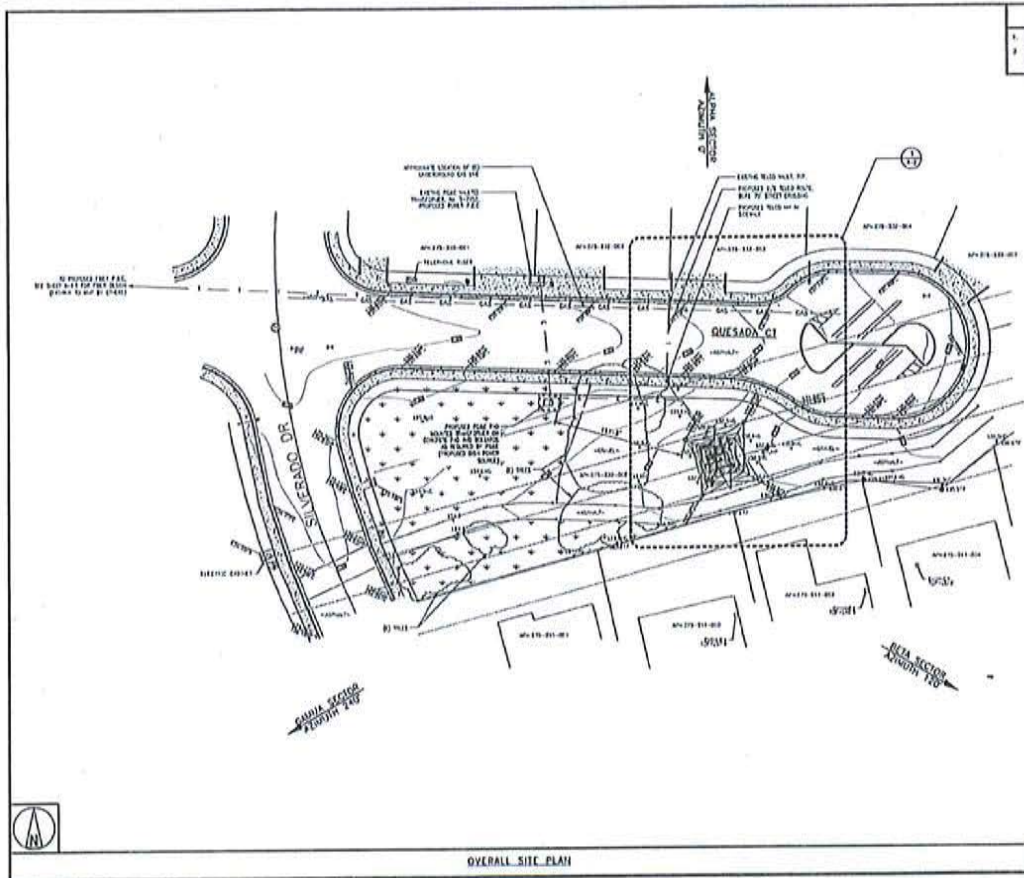
EXHIBIT "C"

LESSEE'S COMMUNICATION FACILITY

Construction drawings dated 02/22/2024, rev. 12, appear behind this cover (28 additional pages).







- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
 2. DIMENSIONS SHALL INCLUDE A 10' AT MINIMUM SEPARATION BETWEEN THE PROPOSED AND EXISTING UTILITIES, APPROVED AND EXISTING SPS UTILS



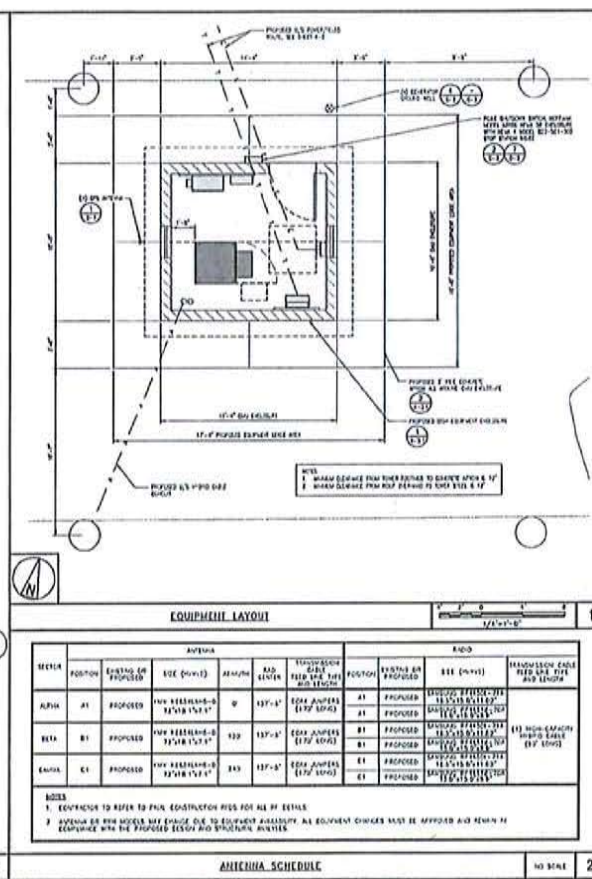
IN A TESTATION OF THE ACT FOR THE DESIGN OF A PROJECT, THE ENGINEER HAS REVIEWED THE PROJECT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACT.

DESIGNED BY: JPC CHECKED BY: JPC APPROVED BY: JPC

EXPIRATION DATE: 05/31/2023

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	01/01/2018	ISSUED FOR PERMITS
2	01/01/2018	ISSUED FOR PERMITS
3	01/01/2018	ISSUED FOR PERMITS
4	01/01/2018	ISSUED FOR PERMITS
5	01/01/2018	ISSUED FOR PERMITS
6	01/01/2018	ISSUED FOR PERMITS
7	01/01/2018	ISSUED FOR PERMITS
8	01/01/2018	ISSUED FOR PERMITS
9	01/01/2018	ISSUED FOR PERMITS
10	01/01/2018	ISSUED FOR PERMITS
11	01/01/2018	ISSUED FOR PERMITS
12	01/01/2018	ISSUED FOR PERMITS
PROJECT NUMBER: SF550008900		
DISH WIRELESS PROJECT NUMBER: SF550008900		
QUESAIDA CI, ANTIOCH, CA 94503		
LATTICE TOWER		
SHEET TITLE: OVERALL SITE PLAN		
SHEET NUMBER: A-1		



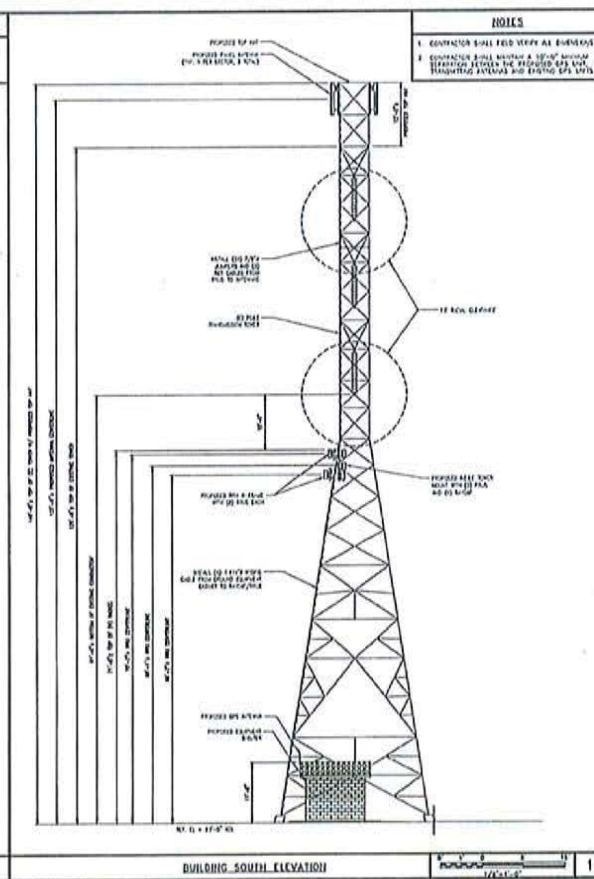
APPROX					RATIO				
REPAIR	POSITION	EXTENT OF PROPOSED	SIZE (sq ft)	APPROX. RATIO	TRANSITION FROM EXIST. TO PROPOSED	FUNCTION	EXTENT OF PROPOSED	SIZE (sq ft)	TRANSITION FROM EXIST. TO PROPOSED
ALPH	A1	PROPOSED	3'x10" 17.5 sq ft	0	EXIST. ALPH (17' 10")	A1	PROPOSED	3'x10" 17.5 sq ft	EXIST. ALPH (17' 10")
BETA	B1	PROPOSED	3'x10" 17.5 sq ft	333	EXIST. ALPH (17' 10")	B1	PROPOSED	3'x10" 17.5 sq ft	EXIST. ALPH (17' 10")
GAMMA	C1	PROPOSED	3'x10" 17.5 sq ft	333	EXIST. ALPH (17' 10")	C1	PROPOSED	3'x10" 17.5 sq ft	EXIST. ALPH (17' 10")

NOTES:

1. COORDINATE TO REFER TO EACH EXISTING ITEM FOR ALL OF BETAS.
2. IF THERE IS AN ALPHAS IN RANGE OF THE EQUIPMENT ALLOCATED, ALL EQUIPMENT CHARGES MUST BE APPLIED AND RETURN IN ACCORDANCE WITH THE PROPOSED DESIGN AND STRUCTURE APPROVAL.

 <p>8704 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p>		
 <p>10000 KENNEDY BLVD. SUITE C PACIFIC GROVE, CA 93951</p>		
 <p>10000 KENNEDY BLVD. SUITE C PACIFIC GROVE, CA 93951</p>		
 <p>2000 10TH AVE. #100 LITTLETON, CO 80120</p>		
<p>IT IS A WARRANTY OF THE JOB NOT A GUARANTEE OF THE RESULTS. THE RESULTS WILL BE DETERMINED BY THE QUALITY OF THE MATERIALS AND THE SKILL OF THE INSTALLER.</p> <p>SPAWN BY: CHECKED BY: OFFERED BY:</p> <p>JFC JFC TC</p> <p>FILES: REV #1 DATED 03/15/2013</p>		
<p>CONSTRUCTION DOCUMENTS</p>		
<p>SCHEDULES</p>		
REV	DATE	DESCRIPTION
1	06/10/2013	ADD SCHED FOR OPEN R
2	06/10/2013	ADD SCHED FOR OPEN R
3	06/10/2013	ADD SCHED FOR OPEN R
4	06/10/2013	ADD SCHED FOR OPEN R
5	06/10/2013	ADD SCHED FOR OPEN R
6	06/10/2013	ADD SCHED FOR OPEN R
7	06/10/2013	ADD SCHED FOR OPEN R
8	06/10/2013	ADD SCHED FOR OPEN R
9	06/10/2013	ADD SCHED FOR OPEN R
10	06/10/2013	ADD SCHED FOR OPEN R
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3700 SOUTH STATE ST. SUITE 100
LITTLE ROCK, AR 72202



1000 AMERICAN TELECOMMUNICATIONS BLVD. SUITE 2
FARMINGTON, CT 06031



1000 W. BROADWAY
SUITE 2000
HOUSTON, TEXAS 77002
P.O. BOX 1000
HOUSTON, TEXAS 77002
P.O. BOX 1000
HOUSTON, TEXAS 77002



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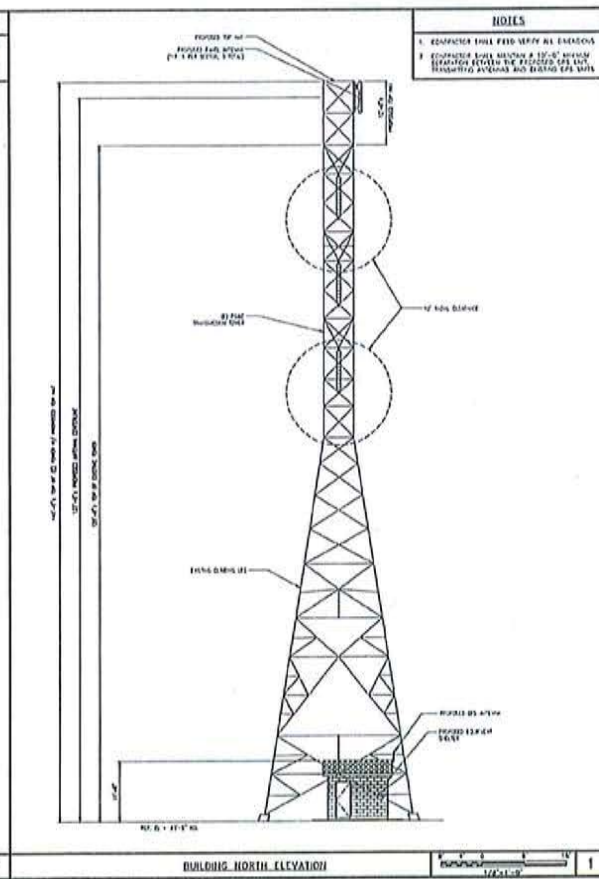
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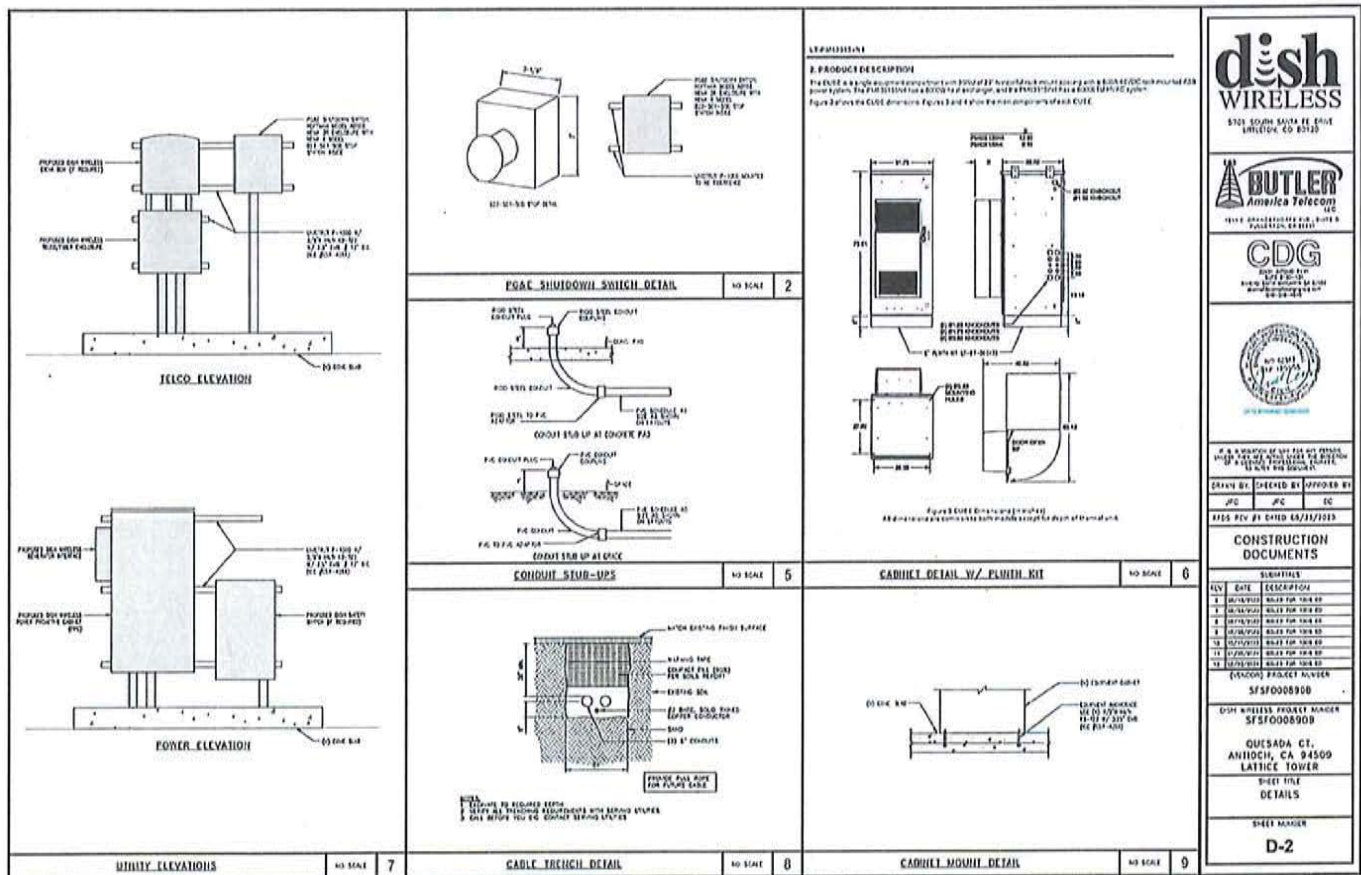

DATE: 05/13/2023

CONSTRUCTION DOCUMENTS

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3	05/13/2023	REVISION TO PERMITS
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82	05/13/2023	



 <p>3701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p>		
 <p>1000 BROADWAY SUITE 2000 DENVER, CO 80202</p>		
 <p>1000 SOUTH NEW DENVER, CO 80202</p>		
 <p>1000 SOUTH NEW DENVER, CO 80202</p>		
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DATE OF ISSUE	DATE OF REVISION	
10/10/2003	10/10/2003	
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<p>REVISIONS</p>		
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2	10/10/2003	ISSUED FOR T&E
3	10/10/2003	ISSUED FOR T&E
4	10/10/2003	ISSUED FOR T&E
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8	10/10/2003	ISSUED FOR T&E
9	10/10/2003	ISSUED FOR T&E
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<p>SF500000000</p>		
<p>1000 WIRELESS PROJECT NUMBER</p>		
<p>SF500000000</p>		
<p>QUESTADA CT. ANTHONIO, CA 94503 LATHROP TOWER</p>		
<p>4-11 ELEVATIONS</p>		
<p>SHEET NUMBER</p>		
<p>A-5</p>		



dish
WIRELESS

BUTLER
America Telecom
INC.

CDG

CONSTRUCTION DOCUMENTS

DATE: 08/11/2013
DRAWN BY: JPC
CHECKED BY: JPC
APPROVED BY: JPC

CONSTRUCTION DOCUMENTS

DATE: 08/11/2013
DRAWN BY: JPC
CHECKED BY: JPC
APPROVED BY: JPC

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APPROVED BY: JPC

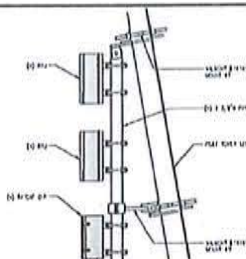
CONSTRUCTION DOCUMENTS

FIBER ENCLOSURE DETAIL

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FOAE TOWER INSIDE-MOUNT

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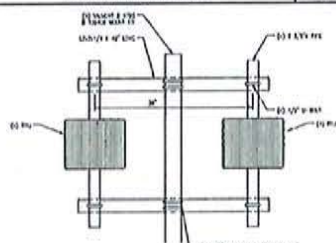
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PARTS LIST		
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1	SHAFT	PC
1	GEAR	PC
1	BEARING	PC
1	KEY	PC
1	WASHER	PC
1	NUT	PC
1	SCREW	PC
1	SPRING	PC
1	PLATE	PC
1	BRACKET	PC
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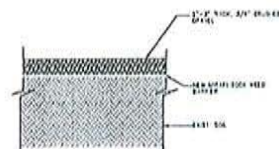
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POAC RRU H-FRAME (DWG #325456)

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GRAVEL GROUND COVER

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dish
WIRELESS



It is a violation of the Fair Debt Practices Act (FDPA) to use abusive, deceptive, or unfair practices in the collection of a consumer debt.

TO WHOM IT MAY CONCERN		
ISSUED BY	FORWARDED BY	APPROVED BY

DATE	DATE	DATE
10	10	10

FILED BY: JAMES G. HARRIS

CONSTRUCTION

DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION

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RECORDED

ST ST 0008900

QUESADA CT.
ANTIOCH, CA 94509

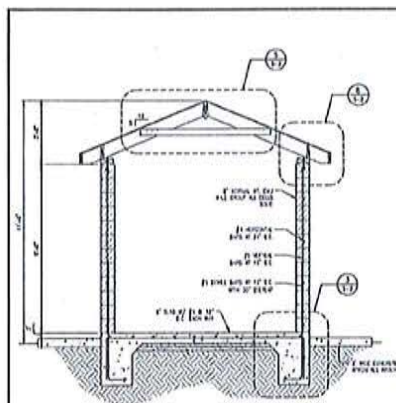
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DETAILS

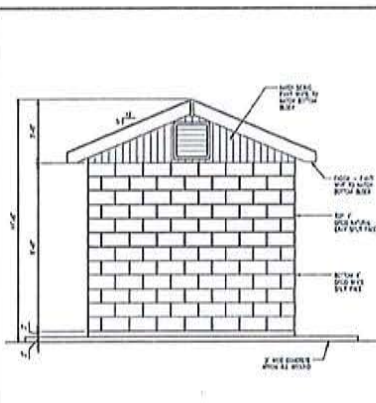
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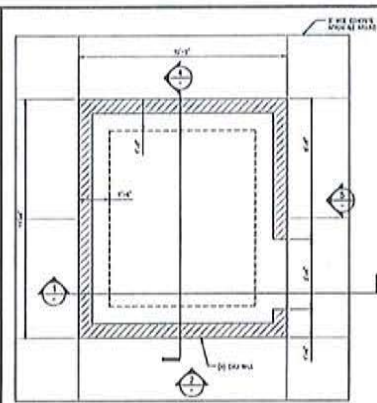
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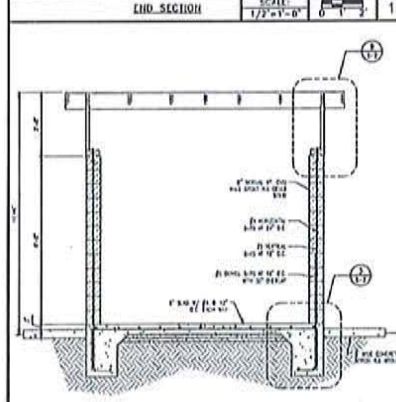
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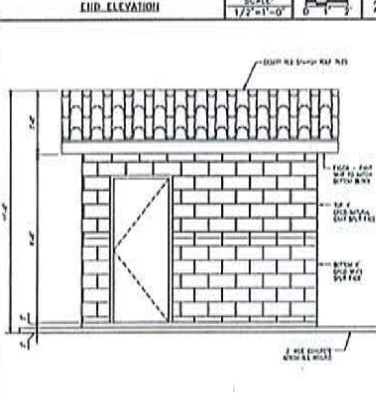
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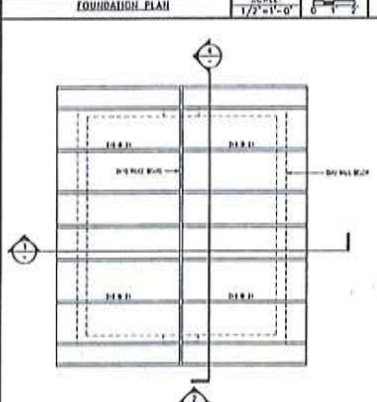
FOUNDATION PLAN SCALE: 1/2" = 1'-0" 3



SIDE SECTION SCALE: 1/2" = 1'-0" 4



SIDE ELEVATION SCALE: 1/2" = 1'-0" 5



ROOF FRAMING PLAN SCALE: 1/2" = 1'-0" 6

3300 SOUTH SANTA FE AVE
DENVER, CO 80110

10000 BUTLER DRIVE, SUITE 100
DENVER, CO 80231

CONSTRUCTION DOCUMENTS GROUP

Professional Engineer Seal

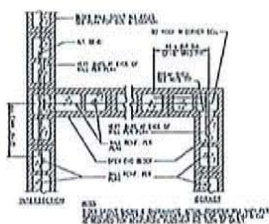
I, A. J. JONES, OF THE STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA, LICENSE NO. 45678, AND THAT I HAVE PREPARED THE ABOVE DRAWING IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA BOARD OF ENGINEERS AND SURVEYORS.

DRAWN BY: JJC CHECKED BY: JJC APPROVED BY: JJC
 DATE: 05/15/2003

CONSTRUCTION DOCUMENTS

NO.	DATE	DESCRIPTION
1	05/15/2003	ISSUED FOR PERMIT
2	05/15/2003	ISSUED FOR PERMIT
3	05/15/2003	ISSUED FOR PERMIT
4	05/15/2003	ISSUED FOR PERMIT
5	05/15/2003	ISSUED FOR PERMIT
6	05/15/2003	ISSUED FOR PERMIT

DISH WIRELESS PROJECT NUMBER: SF5F000890B
 QUESADA CT, ANTIPOCH, CA 94509
 LATTICE TOWER
 SHEET NO. FOUNDATION / ROOF PLAN & ELEVATIONS
 SHEET NUMBER: S-1



CHU O CORNER/INTERSECTION

NO SCALE

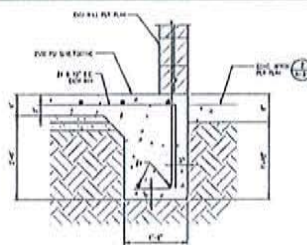
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CHU DETAIL O TOP / END

NO SCALE

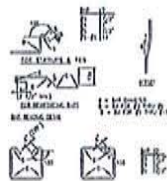
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FOOTING DETAIL

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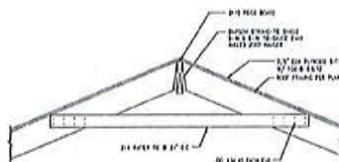
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REBAR DETAIL

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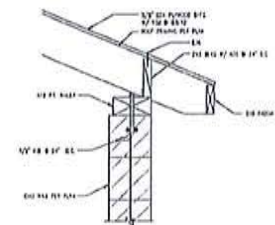
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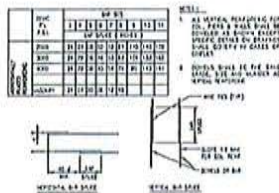
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EAVE DETAIL

NO SCALE

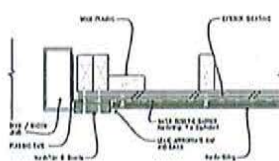
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TYP. BAR LAP SPICE

NO SCALE

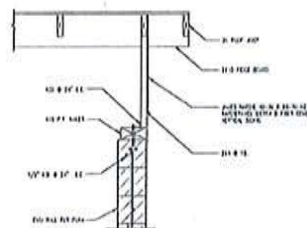
7



SIDING DETAIL

NO SCALE

8



GABLE END DETAIL

NO SCALE

9

dish
WIRELESS

3300 SOUTH SANTA FE AVENUE
LITTLE ROCK, AR 72203

BUTLER
America Telecom

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CONSTRUCTION DOCUMENTS

CDG

CONSTRUCTION DOCUMENTS



THIS IS A WARNING OF ANY FOR ANY PERSON
WHO HAS BEEN CONVICTED OF A FELONY
OR A Misdemeanor IN THE STATE OF ARKANSAS

DESIGN BY: CHECKED BY: APPROVED BY:

JDC JDC JDC

DATE REV. 11/15/2023

CONSTRUCTION DOCUMENTS

REVISIONS

REV	DATE	DESCRIPTION
1	11/15/2023	REVISION FOR 100% CD
2	11/15/2023	REVISION FOR 100% CD
3	11/15/2023	REVISION FOR 100% CD
4	11/15/2023	REVISION FOR 100% CD
5	11/15/2023	REVISION FOR 100% CD
6	11/15/2023	REVISION FOR 100% CD
7	11/15/2023	REVISION FOR 100% CD
8	11/15/2023	REVISION FOR 100% CD
9	11/15/2023	REVISION FOR 100% CD
10	11/15/2023	REVISION FOR 100% CD

DESIGNER PROJECT NUMBER

SFST0008900

DISH WIRELESS PROJECT NUMBER

SFST0008900

QUICKSADA CT.

ANTIOCH, CA 94509

LATITUDE TOWER

SHEET TITLE

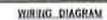
SECTIONS & DETAILS

SHEET NUMBER

S-2



NO LONGER	6
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NO PAGE	9
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[illegible]

THERMOSTAT SPEC SHEET

NO SCALE	8
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WIRING DIAGRAM

NO PAGE	9
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 DISH WIRELESS 3303 SOUTH MAIN ST. #200 LITTLETON, CO 80120		
 BUTLER America Telecom 7010 E. EVERETT AVENUE #100 PUEBLO, CO 81001		
 CDG 2000 Highway 100 Suite 100 North Platte, Nebraska 68901 (308) 635-2211		
 CITY OF PUEBLO PUEBLO, COLORADO		
IS A WORK COPY OF ANY THE ABOVE INFORMATION BEING PROVIDED TO YOU BY THE CITY OF PUEBLO, COLORADO		
EXPIRATION DATE: EXPIRES BY: APPROVED BY:		
DATE	DATE	DATE
THIS PERM IS VALID UNTIL 03/25/2023		
CONSTRUCTION DOCUMENTS		
SCHEDULE		
ITEM	DATE	DESCRIPTION
1	11/1/2022	AS-BUILT FOR 100A 02
2	11/1/2022	AS-BUILT FOR 100B 02
3	11/1/2022	AS-BUILT FOR 100C 02
4	11/1/2022	AS-BUILT FOR 100D 02
5	11/1/2022	AS-BUILT FOR 100E 02
6	11/1/2022	AS-BUILT FOR 100F 02
7	11/1/2022	AS-BUILT FOR 100G 02
8	11/1/2022	AS-BUILT FOR 100H 02
DISH WIRELESS PROJECT NUMBER 51570000908		
QUESADA, C.J. 94100 S. 41ST LATTICE TOWER		
SHEET TYPE MECHANICAL PLANS DETAILS & DETAILS		
SHEET NUMBER M-1		

[illegible][illegible]

PERFORMANCE DATA

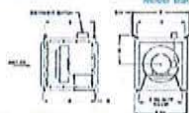
DHL - 60 Hz

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1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

1. *Chlorophyll a* and *b* were determined using a spectrophotometer. The concentration of *Chlorophyll a* was determined using the equation: $C = 12.7 \times OD_{665}$. The concentration of *Chlorophyll b* was determined using the equation: $C = 22.9 \times OD_{645} - 7.32 \times OD_{665}$. The total chlorophyll concentration was determined using the equation: $C = 20.5 \times OD_{665} + 8.0 \times OD_{645}$.

CONFIDENTIAL DATA

Student ID: _____

[illegible]

ENTER THE ARCADE

Variable	Mean	Std. Dev.	Minimum	Maximum	Skewness	Kurtosis	Normal Q-Q	Shapiro-Wilk	Anderson-Darling	Kolmogorov-Smirnov
Age	34.50	10.50	20	55	-.10	2.50	-.10	.95	.10	.10
Gender	1.50	.50	1	2	.00	0.00	.00	.98	.02	.00
Marital Status	2.50	1.00	1	4	.00	0.00	.00	.98	.02	.00
Education	12.50	2.00	9	16	.00	0.00	.00	.98	.02	.00
Income	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Occupation	2.50	1.00	1	4	.00	0.00	.00	.98	.02	.00
Health	2.50	1.00	1	4	.00	0.00	.00	.98	.02	.00
Stress	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Depression	2.50	1.00	1	4	.00	0.00	.00	.98	.02	.00
Life Satisfaction	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Resilience	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Self-Esteem	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Optimism	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Emotional Stability	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Psychological Well-being	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Life Satisfaction	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Resilience	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Self-Esteem	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Optimism	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Emotional Stability	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00
Psychological Well-being	3.50	1.50	1	6	.00	0.00	.00	.98	.02	.00



1. It is not a crime to be a doctor.
 2. It is not a crime to be a doctor.
 3. It is not a crime to be a doctor.



3721 SOUTH SANTA FE AVE
LOS ANGELES 26, CALIF.



中国地质大学(北京)地质研究所 编, 1980

CDG



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OF A LIMITED FUNDING SOURCE.

DATE REC'D	FILED BY	OFFICE
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PC	PC	EQ
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FILED BY: BOLD 03/15/2013

CONSTRUCTION SEQUENCES

DOCUMENTS

SUBTOTALS	
REV	DATE
	DESCRIPTION

8	58.73/27.43	0.000 748 1308 00
9	58.73/27.43	0.000 748 1308 00

8	20,12/201	0.00 768 1208 00
9	18,78/201	0.00 768 1208 00

10	$10/10/200$	0.00 100 1000 00
05	$05/05/000$	0.00 100 000 00

11	15/10/10	0.01 (0.01000)
	(15/10/10) 10.01 (10.01000)	

313F000590B

ON WHEELS FROM NEW
RESEARCH

0000000000

0000000000

GUESADA CT.
ANTIOCH, CA 94509

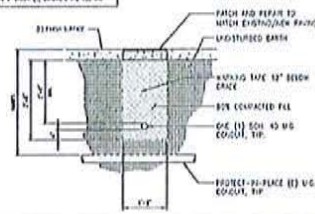
LATTICE TOWER
1-800-555-5555

FAN SPEC

SHEETS
1-111 12/11/18

M-2

NOTE:
1. STATE: (1) COLORADO (2) DISTRICT OF COLUMBIA (3) ILLINOIS (4) INDIANA (5) IOWA (6) KANSAS (7) MICHIGAN (8) MINNESOTA (9) MISSOURI (10) NEBRASKA (11) NEVADA (12) NEW JERSEY (13) NEW YORK (14) NORTH CAROLINA (15) NORTH DAKOTA (16) OHIO (17) OKLAHOMA (18) SOUTH CAROLINA (19) SOUTH DAKOTA (20) TEXAS (21) VIRGINIA (22) WISCONSIN (23) WYOMING



JOHN TRENCH DETAIL

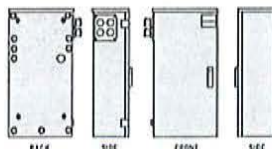
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ELECTRICAL NOISE

10 SCALE	1
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RAYCAP PFC	
NDIAC-2465-P-240-MTS	
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TEMP. (VOLT)	83.86
SWITCHED AT VOLTAGE	107.210 10.20

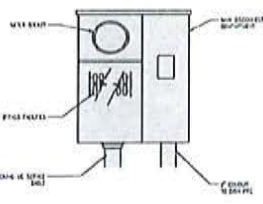


POWER PROTECTION CABINET (PPC) DETAIL

NO. 1	6
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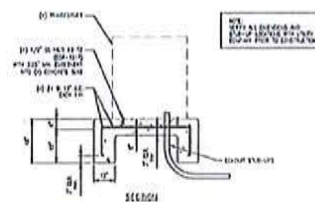
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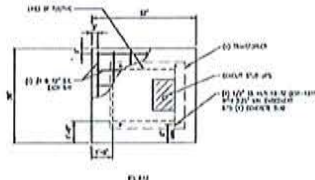


FGAC_MCIER_DEIAN

NO SCALE	7
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SECRET



TRANSFORMER CONCRETE SLAB

NO. 544	8
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dish
WIRELESS
3701 SOUTH SANTA FE AVE
LITTLETON, CO 80120



BUTLER
America Telecom
INC.

CDC

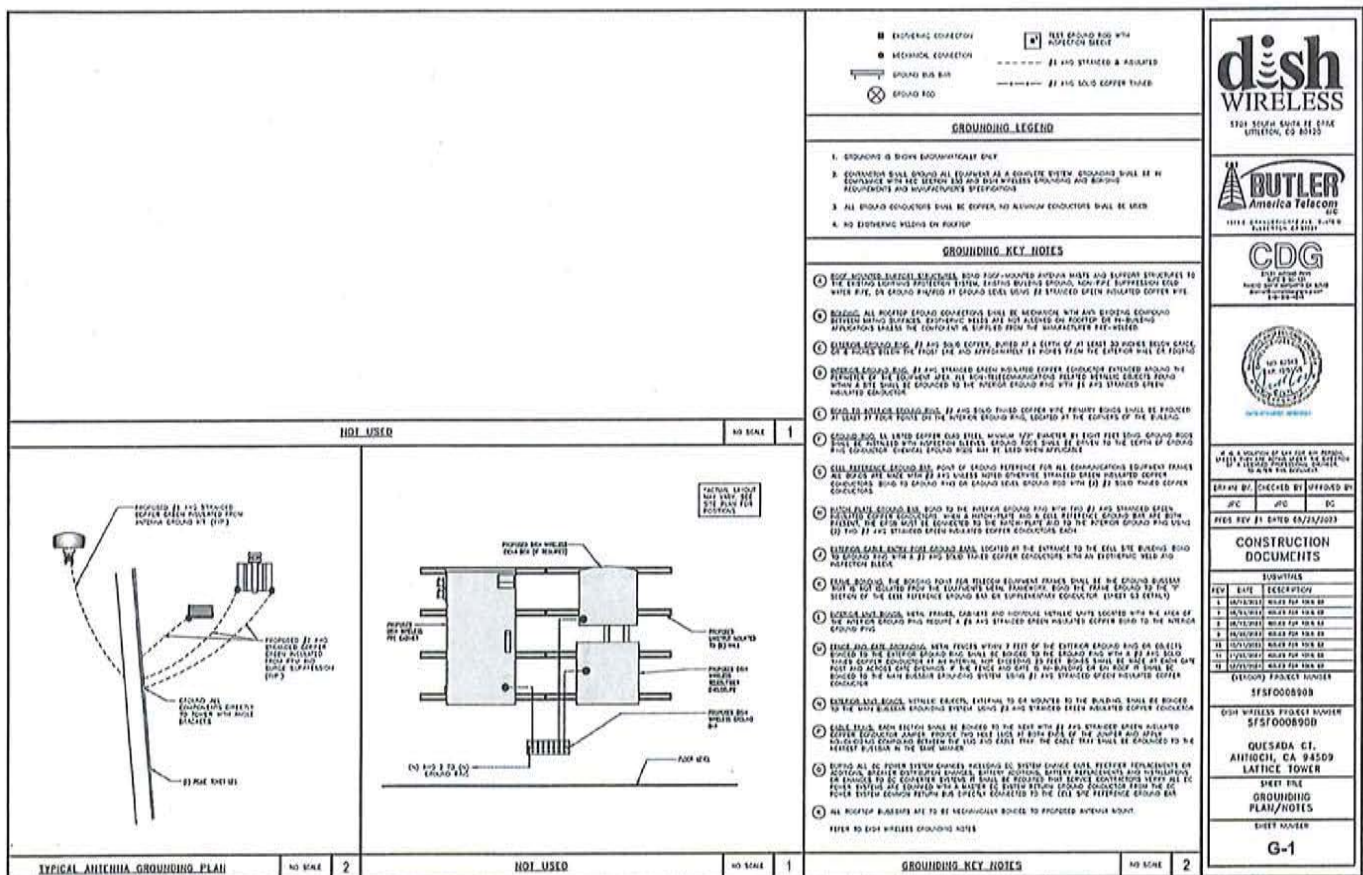


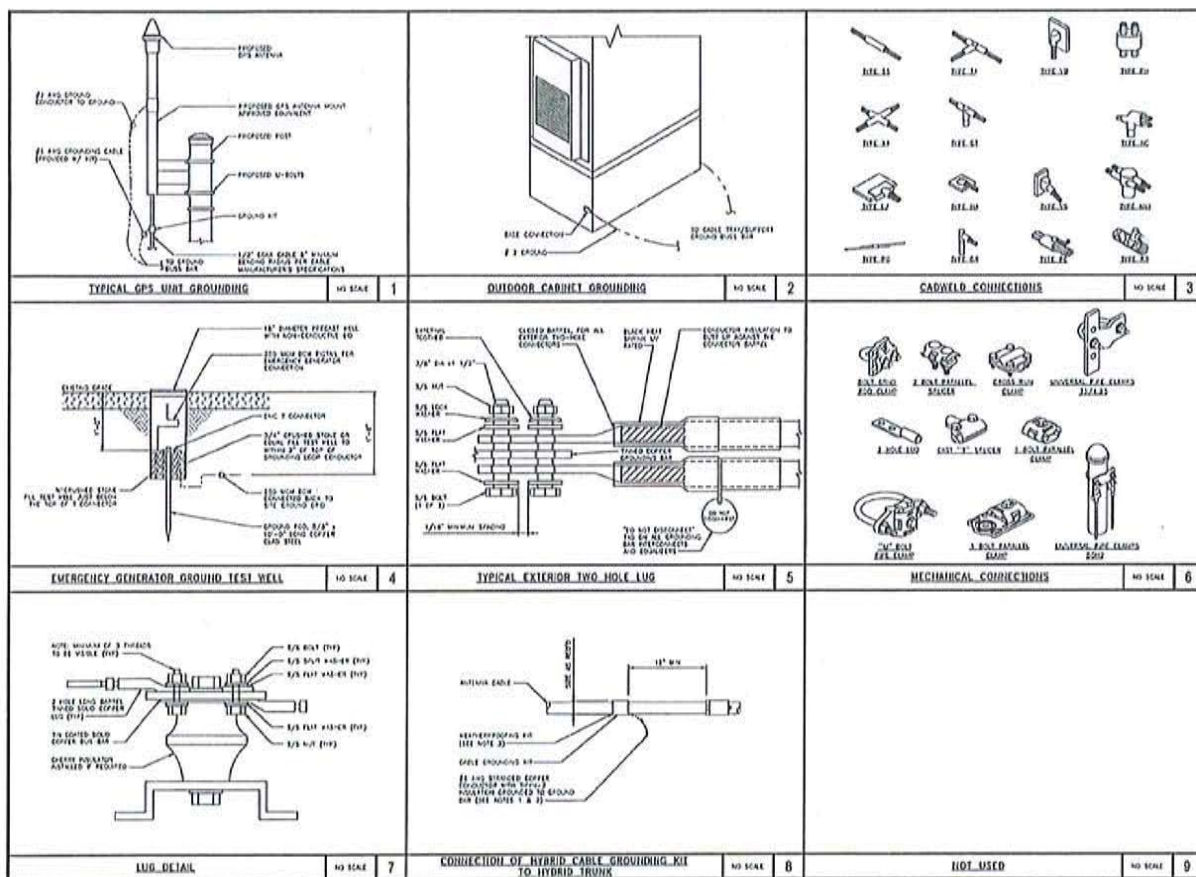
GRANT NO.	CHECKED BY	APPROVED BY
PC	PC	EO

CONSTRUCTION
DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
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2	06/12/2018	RECALL FOR SNA 03
3	06/12/2018	RECALL FOR SNA 04
4	06/12/2018	RECALL FOR SNA 05
5	06/12/2018	RECALL FOR SNA 06
6	06/12/2018	RECALL FOR SNA 07
7	06/12/2018	RECALL FOR SNA 08
8	06/12/2018	RECALL FOR SNA 09
9	06/12/2018	RECALL FOR SNA 10
(CHECK) PROJECT NUMBER		
SFSF000890B		
DIM W/LESS PROJECT NUMBER		
SFSF000890B		
QUESADA CT.		
ATHINCO, CA 94509		
LATTICE TOWER		
SHEET TITLE		
ELECTRICAL		
DETAILS		
SHEET NUMBER		
E-2		

E-2





dish WIRELESS
5701 SOUTH DAWK FE LANE
DENVER, CO 80239

BUTLER
America Telecom
1010 E. ROCKMOUNT AVE., SUITE 100
PUEBLO, CO 81001

CDG
CONSTRUCTION DOCUMENTS GROUP
1010 E. ROCKMOUNT AVE., SUITE 100
PUEBLO, CO 81001

DAVID M. SMITH
STATE OF COLORADO
NO. 10000
EXPIRATION DATE 12/31/2013

THIS IS A PORTION OF A PROJECT FOR WHICH THE ENGINEER HAS BEEN RETAINED BY THE CLIENT. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE WORK SHOWN ON THIS SHEET. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

DESIGNED BY: JWC
CHECKED BY: JWC
APPROVED BY: JWC

FILES REF #1 DATED 05/21/2013

CONSTRUCTION DOCUMENTS

SUMMARY

REV	DATE	DESCRIPTION
1	05/21/2013	ISSUED FOR PERMITS
2	06/10/2013	ISSUED FOR PERMITS
3	06/10/2013	ISSUED FOR PERMITS
4	06/10/2013	ISSUED FOR PERMITS
5	06/10/2013	ISSUED FOR PERMITS
6	06/10/2013	ISSUED FOR PERMITS
7	06/10/2013	ISSUED FOR PERMITS
8	06/10/2013	ISSUED FOR PERMITS
9	06/10/2013	ISSUED FOR PERMITS

PROJECT NUMBER: SF5F0008900

DISH WIRELESS PROJECT NUMBER: SF5F0008900

QUESADA CT, ANTIPOCA, CA 94509

LATTICE TOWER

SHEET 5/6

GROUNDING DETAILS

SHEET NUMBER: G-2



SITE ACTIVITY REQUIREMENTS:

1. **NOTICE TO PROCEED** - NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH WIRELESS AND TOWER OWNER NOC & THE DISH WIRELESS AND TOWER OWNER CONSTRUCTION MANAGER
2. **"LOCK UP"** - DISH WIRELESS AND TOWER OWNER SAFETY ELIM REQUIREMENTS
3. THE FREQUENCY OF THE SAFETY ELIM AND ALL COMPONENTS OF THE ELIMINUS FACILITY SHALL BE COVERED DURING ALL PHASES OF DESIGN, INSTALLATION, AND MAINTENANCE. TOWER MODIFICATION, MAINTENANCE, AND/OR EQUIPMENT INSTALLATION SHALL NOT COMPROMISE THE PRESENCE OR FUNCTIONALITY OF THE SAFETY ELIM OR ANY COMPONENTS OF THE ELIMINUS FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PROTECTING THE WIRE ROPE, BEGINS OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ADJACENT POINTS IN ANY WAY, OR TO INTERFERE WITH THE PROPOSED USE. ANY COMPROMISED SAFETY ELIM, INCLUDING ELIMINUS COMPONENTS MUST BE REJECTED AND REPORTED TO YOUR DISH WIRELESS AND TOWER OWNER NOC AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY ELIM MAINTENANCE AND CORRECTION NOTICE TICKET.
4. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, ELECTRICAL, MECHANICAL, FIRE, EROSION CONTROL, ENVIRONMENTAL, AND ZONING. AFTER OBTAINING PERMITS AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
5. ALL CONSTRUCTION METHODS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, BIDDING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK COVERED HEREIN, AND SHALL MEET MINIMUMS AND BE DATED 10/10/18, FEDERAL, STATE, AND LOCAL REGULATIONS, AND ANY APPLICABLE POWER COMPANY STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL BIDDING PLANS SHALL ADHERE TO ANSIS/ASCE 101-1018 AND DISH WIRELESS AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED REQUIREMENT OF A QUALIFIED ENGINEER FOR CLASS II CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSIS/ASCE 310-1018 (LATEST EDITION).
6. ALL SITE WORK TO COMPLY WITH DISH WIRELESS AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES OF DISH WIRELESS AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSIS/ASCE 101-1018 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
7. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIRELESS AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
8. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL BIDS, ORDINANCES, RULES, REGULATIONS AND LAWS, ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
11. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PITS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO: A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
12. ALL SITE WORK SHALL BE AS INDICATED ON THE SHOWN CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
13. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATED WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBER, STOPS, DECKS, STOPS AND OTHER RESURFACING SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
14. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, MAINTAINED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WIRELESS AND TOWER OWNER, AND/OR LOCAL UTILITIES.
15. THE CONTRACTOR SHALL PROVIDE SITE ACCESS IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE ACCESS REQUIRED BY LOCAL JURISDICTION AND SOURCE REQUIRED ON INDIVIDUAL PILES OF EQUIPMENT, ROADS, AND DRIVEWAYS.
16. THE SUB CRUISE SHALL BE GRAPED TO CAUSE SURFACE WHEN TO FIRM AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
17. THE SUB CRUISE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
18. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRAPED TO A UNIFORM GRADE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
19. CONTRACTOR SHALL MAINTAIN DISTANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN ACCORDANCE WITH THE LOCAL CODES FOR EROSION AND SEDIMENT CONTROL.
20. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PLANTINGS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
21. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COILS, CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND ROADS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
22. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
23. NO FUEL OR FLAMMABLE MATERIAL SHALL BE PLACED ON FROZEN GRASS. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EXCAVATION.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR/GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER/DISH WIRELESS
TOWER OWNER/TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPETENCE. IT IS ASSUMED THAT THE WORK DESCRIBED WILL BE SUPERVISED BY AN EXPERIENCED CONTRACTOR AND/OR WORKFORCE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE, STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS FOR EACH ELEMENT SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR UNDESIGNED WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE PROPOSED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, EQUIPMENT, AND PROCEDURES. THE CONTRACTOR SHALL PROTECT ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACINGS, FORMWORK, SHIELDS, ETC. SEE NOTES BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE MEANS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHEN NO DETAILS ARE SHOWN, CONSTRUCTION SHALL COMPLY TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE ENGINEER, NOT SINGLE REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO DETERMINE THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL BIDS, ORDINANCES, RULES, REGULATIONS AND LAWS, ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, EROSION PREVENTION, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, TELECOM AND FOR EXCAVATING CABLES AS SHOWN IN THE POWER, TELECOM, AND GROUNDING PLANS DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PLANTINGS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH WIRELESS AND TOWER OWNER.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COILS, CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

DISCLAIMER:

THE ENGINEER HAS BEEN PROVIDED WITH ALL EXISTING STRUCTURAL PLANS AND IS IN "THE NEW" CONDITION AND THAT THE STRUCTURES HAVE BEEN PROPERLY MAINTAINED BY THE OWNER. REGARDING ALL TOWER AND BUILDING COMPONENTS.

INSTALLATION PROCEDURES AND RELATED INFORMATION ARE NOT WITHIN THE SCOPE OF THIS DESIGN. A CONTRACTOR'S RESPONSIBILITY IS TO OBTAIN WORK INFORMATION FROM THE INSTALLATION WORK. THE ENGINEERING SERVICES PROVIDED BY EGS ARE LIMITED TO THE DESIGN OF THE STRUCTURE WITH THE PROPOSED AND EXISTING LOADS. THESE DRAWINGS ARE CONSIDERED VOID IF THE ENGINEER HAS BEEN ADVISED IN THESE DRAWINGS OR IN A DIFFERENT AS NOTED. IT IS ASSUMED THAT THE EXISTING STRUCTURE IS PROPERLY MAINTAINED AND IS IN GOOD CONDITION PRIOR TO ANY EFFECTS ALSO THE VERIFICATION OF ANCHORAGE, PLATE AND BOLTS ARE NOT CHECKED AS COMPLETE ENGINEERING DATA IS NOT AVAILABLE FOR VERIFICATION. THE SCOPE OF THESE DRAWINGS DOES NOT INCLUDE EXISTING CONDITIONS, EXCEPT AS NOTED. ALL EXISTING A PROPOSED ANCHORAGE/STRUCTURE DATA WAS PROVIDED BY OWNER. EGS IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY EXISTING DATA.

THESE DRAWINGS SUBMITTED BY EGS ARE FOR THE SOLE USE OF DISH WIRELESS AND TOWER OWNER ONLY. WE DISCLAIM ANY RESPONSIBILITY OF THIS DRAWING BEING USED BY ANY PARTY OTHER THAN OUR CLIENT. EGS DOES NOT HAVE ANY WARRANTIES, EXPRESSED OR IMPLIED IN CONNECTION WITH THIS ENGINEERING DRAWING AND DISCLAIMS ANY LIABILITY ARISING FROM DEFICIENCIES OR ANY EXISTING CONDITIONS OF THE EXISTING STRUCTURE. EGS WILL NOT BE RESPONSIBLE FOR CONSEQUENCES OR MODIFICATIONS SUSTAINED BY ANY PARTIES AS A RESULT OF ANY DATA OR CONCLUSIONS INCLUDED IN THIS DRAWING. THE UNKNOWN LIMITS OF EGS PURSUANT TO THIS DRAWING SHALL BE LIMITED TO THE CONCLUSIONS SET FORTH FOR THE PREPARATION OF THE REPORT. ALL SERVICES ARE PROVIDED, RESULTS OBTAINED AND RECOMMENDATIONS MADE ARE IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES AND PRINCIPLES. EGS IS NOT RESPONSIBLE FOR THE CONCLUSIONS, CRITICISMS AND RECOMMENDATIONS MADE BY OTHERS BASED ON THE INFORMATION OR DATA PROVIDED BY US.



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DESIGNED BY: DISH WIRELESS
CHECKED BY: DISH WIRELESS
DATE: 06/11/2018

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	06/11/2018	ISSUED FOR PERMITS
2	06/11/2018	ISSUED FOR PERMITS
3	06/11/2018	ISSUED FOR PERMITS
4	06/11/2018	ISSUED FOR PERMITS
5	06/11/2018	ISSUED FOR PERMITS
6	06/11/2018	ISSUED FOR PERMITS

(ENGINEER) PROJECT NUMBER

SISF0008900

DISH WIRELESS PROJECT NUMBER

SISF0008900

QUESTADA CT.
ANTIOCH, CA 94509

LATITUDE TOWER

GENERAL NOTES

EGS NUMBER

GN-2

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 308, ACI 309, ACI 308, ACI 308, ACI 308, ACI 308 AND THE DESIGN AND CONSTRUCTION SPECIFICATIONS FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 PSF.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (F_c) OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE AND USE THIS AS BASIS FOR ELAPSE FROM DATE TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AN ENTRAINING AGENT, AMOUNT OF AN ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE) CEMENT USED TO BE TYPE I PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615, ALL WELDED WIRE FABRIC (WFF) SHALL CONFORM TO ASTM A615, ALL SPICES SHALL BE CLASS "B" TENSILE STRENGTH, UNLESS NOTED OTHERWISE, ALL HOOKS SHALL BE STAMPED TO DEGREE HOOKS, UNLESS NOTED OTHERWISE, YIELD STRENGTH (F_y) OF STANDARD DEFORMED BARS ARE AS FOLLOWS
6. BARS AND SPOOLS TO 1/2"
7. BARS AND SPOOLS TO 3/4"
8. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS
 - CONCRETE CAST AGAINST AND PRETENSIONED EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER
 - #5 BARS AND SPOOLS 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER
 - BARS AND SPOOLS 3/4"
 - BARS AND SPOOLS 1-1/2"
9. A TOLDED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. EQUIPMENT ROOMS ARE SCHEMATIC CONSTRUCTION SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE MINIMIZED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AC AMPERES, 100,000 AC AMPERES SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ACCEPTED CODE FOR THE JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELECOM CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (EIA 598-A, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUIVALENT) THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND 651M.
6. ALL ELECTRICAL EQUIPMENT SHALL BE CLEARLY LABELED WITH LAMINATED TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR ANTENNA RATING AND BRANCH CIRCUIT ID NUMBERS (E.G. PANEL BOARD AND CIRCUIT 1076).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TE WIRING ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN FLOORS OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHN, THHN-2, THHN-3, THHN-4, THHN-5, THHN-6, THHN-7, THHN-8, THHN-9, THHN-10, THHN-11, THHN-12, THHN-13, THHN-14, THHN-15, THHN-16, THHN-17, THHN-18, THHN-19, THHN-20, THHN-21, THHN-22, THHN-23, THHN-24, THHN-25, THHN-26, THHN-27, THHN-28, THHN-29, THHN-30, THHN-31, THHN-32, THHN-33, THHN-34, THHN-35, THHN-36, THHN-37, THHN-38, THHN-39, THHN-40, THHN-41, THHN-42, THHN-43, THHN-44, THHN-45, THHN-46, THHN-47, THHN-48, THHN-49, THHN-50, THHN-51, THHN-52, THHN-53, THHN-54, THHN-55, THHN-56, THHN-57, THHN-58, THHN-59, THHN-60, THHN-61, THHN-62, THHN-63, THHN-64, THHN-65, THHN-66, THHN-67, THHN-68, THHN-69, THHN-70, THHN-71, THHN-72, THHN-73, THHN-74, THHN-75, THHN-76, THHN-77, THHN-78, THHN-79, THHN-80, THHN-81, THHN-82, THHN-83, THHN-84, THHN-85, THHN-86, THHN-87, THHN-88, THHN-89, THHN-90, THHN-91, THHN-92, THHN-93, THHN-94, THHN-95, THHN-96, THHN-97, THHN-98, THHN-99, 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GROUNDING NOTES:

1. ALL GROUND ELECTRICAL SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER CIRCLES) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL FURNISH THE FOLLOWING: RESISTANCE TO EARTH TESTING (EVEN SEE 1 AND 2) FOR GROUND ELECTRICAL SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY REGROUNDING, GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE EQUIPMENT AND PROTECT TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND BONDING ELECTRICALLY EQUIVALENT WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE OR APPROVED EQUIVALENT TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STAPLED COPPER CONDUCTORS WITH GREEN INSULATION, USED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CONDUITS TO THIS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MAIN GROUND BUS WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE, #6 STAPLED COPPER OR LARGER FOR MASON BLS, #2 BARE SOLID TAYED COPPER FOR OUTDOOR BLS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE COULDED UP OR STAPLED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTIONS BETWEEN EQUIPMENT/GROUND BLS AND THE GROUND BUS SHALL BE #2 SOLID TAYED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTIVE GROUNDING CONDUCTIONS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTIONS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BUS.
15. APPROVED ANTI-OXIDANT COMPOUNDS (e.g. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SURFACES SHALL BE BONDED TO THE GROUND BUS, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC COULDS WITHIN 6 IN OF MAIN GROUND BUS WITH (1) #2 BARE SOLID TAYED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTIONS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC COULDS THAT FORM A PART OF THE CONDUCTION, SUCH AS METALLIC COULDS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE ROUTED IN CONDUIT TO MEET EECG REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED WHERE USE OF METAL CONDUIT IS UNDESIRABLE (e.g., NONMETALLIC CONDUIT PROHIBITED BY LOCAL EECG) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDING THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TAYED COPPER #1 3/4" NON-METALLIC FLEXIBLE CONDUIT FROM 3" BELOW GRADE TO WITHIN 3' TO 4' OF EAB-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH BUTYCE CHALK (DO NOT TRANSFER GROUND STANDING DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTIONS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTIONS FROM THE ROOFING, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTIONS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFING GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE EXISTING STEEL COLUMN, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (VENTILATION OR NONVENTILATION METAL PIPING ONLY) DO NOT ATTACH GROUNDING TO FINE SPRINKLER SYSTEM PIPES.

dish
WIRELESS

3001 SOUTH SANTA FE DRIVE
SUNNYVALE, CA 95088

BUTLER
America Telecom

10010 BAYVIEW BLVD., SUITE 100
SUNNYVALE, CA 95088

CDG
CONSTRUCTION DOCUMENTS GROUP

10010 BAYVIEW BLVD., SUITE 100
SUNNYVALE, CA 95088



AS A CONDITION OF CONTRACT, THE USER OF THIS DOCUMENT SHALL AGREE TO HOLD THE DESIGNER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST THE DESIGNER BY ANY THIRD PARTY.

DESIGN BY: CHECKED BY: VERIFIED BY:

JFC JFC EC

FILES REV #1 DATED 05/11/2013

CONSTRUCTION DOCUMENTS

SIGNATURES

REV	DATE	DESCRIPTION
0	06/15/2013	ISSUED FOR PERMITS
1	06/15/2013	ISSUED FOR PERMITS
2	06/15/2013	ISSUED FOR PERMITS
3	06/15/2013	ISSUED FOR PERMITS
4	06/15/2013	ISSUED FOR PERMITS
5	06/15/2013	ISSUED FOR PERMITS
6	06/15/2013	ISSUED FOR PERMITS
7	06/15/2013	ISSUED FOR PERMITS
8	06/15/2013	ISSUED FOR PERMITS
9	06/15/2013	ISSUED FOR PERMITS

(DESIGNER) PROJECT MANAGER

31570008900

DISH WIRELESS PROJECT MANAGER

31570008900

QUESADA CT.

ANTIOCH, CA 94509

LATITUDE TOWER

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-4


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Banbury Way (APN 052-333-020)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Banbury Way (APN 052-333-020) attached as Exhibit "1" to the Resolution; and
2. Authorizing the City Manager to execute the Communications Site Ground Lease Agreement in the form approved by the City Attorney.

FISCAL IMPACT

Dish Wireless L.L.C., a Colorado limited liability company ("Dish Wireless"), will pay the City \$2,500 per month in rent over a lease term of up to 25 years. The rent will automatically escalate 3% per year. Dish Wireless will also pay the City a one-time administrative fee of \$12,000.

DISCUSSION

Background

Dish Wireless is proposing to lease 350 square feet of ground space from the City in its proprietary capacity as landowner around an existing PG&E transmission tower near Banbury Way (APN 052-333-020) for the installation, operation and maintenance of a new, small, unmanned wireless communication facility. The portion of the property proposed to be leased is currently used as a greenbelt in addition to the easement for PG&E's transmission tower facilities. Dish Wireless is in the process of building out a new standalone nationwide wireless network. Dish Wireless proposes to locate its antenna and radio equipment on the PG&E transmission tower subject to a separate agreement with PG&E, and construct a roofed concrete masonry unit equipment shelter to conceal

its other ground equipment with additional electrical transformer equipment installed nearby.

Analysis

The term of the lease will be for an initial five-year term with automatic renewal options for up to four additional five-year terms, for a total term of up to 25 years. The initial rent will be \$2,500 per month. The rent will escalate annually by 3%. Upon full execution of the lease, Dish Wireless will also pay a one-time administrative fee of \$12,000 to cover staff costs associated with the review and negotiation of this lease.

Dish Wireless will not be able to commence any work at the property until it obtains all applicable and necessary federal, state and local permits and other authorizations, including authorizations from the City in its regulatory capacity, such as zoning and building permits.

Dish Wireless will also be responsible for the maintenance of its facility, including removing graffiti after its receipt of notice. Other than as part of routine maintenance, Dish Wireless cannot modify or alter its facility subject to the lease without the City's prior written consent in the City's proprietary capacity as landowner under the lease.

CEQA

Pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, if approval of the resolution to enter into the Communications Site Ground Lease Agreement comprises a project for CEQA analysis, then the project is categorically exempt under Section 15303 of the State CEQA Guidelines because it meets the conditions for a new, small facility or construction. The proposed unmanned communications facility subject to the Communications Site Ground Lease Agreement is a small facility with no expected significant effect on the environment as the equipment shelter and ground equipment are contained within a small area and the use is accessory to the primary use on-site. This determination reflects the City's independent judgment and analysis.

ATTACHMENTS

A. Resolution

Exhibit 1. Communications Site Ground Lease Agreement with Dish Wireless L.L.C. on City-owned property near Banbury Way (APN 052-333-020)

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR BANBURY WAY (APN 052-333-020)

WHEREAS, the City of Antioch ("City") owns the property near Banbury Way (APN 052-333-020) ("Property");

WHEREAS, Dish Wireless L.L.C., a Colorado limited liability company ("Dish Wireless"), desires to lease a portion of the Property from the City to install a new, small, unmanned wireless communication facility;

WHEREAS, the City and Dish Wireless have negotiated the Communications Site Ground Lease Agreement ("Agreement") under which Dish Wireless will be granted the right to install, operate and maintain its facility at the Property for an initial five-year term with automatic renewal options for up to four additional five-year terms, for a total term of up to 25 years, subject to the terms and conditions provided in the Agreement, including Dish Wireless obtaining and maintaining all applicable and necessary federal, state and local permits and other authorizations; and

WHEREAS, under the terms of the Agreement, Dish Wireless will pay the City \$2,500 per month in rent, the rent will automatically escalate 3% per year, and Dish Wireless will also pay the City a one-time administrative fee of \$12,000.

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

Section 1. Finds the recitals above are true and correct and are incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

Section 2. Approves the Agreement with Dish Wireless attached as Exhibit "1" to this Resolution.

Section 3. Authorizes the City Manager to execute the Agreement in the form approved by the City Attorney.

Section 4. Finds that pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, if approval of the resolution to enter into the Communications Site Ground Lease Agreement comprises a project for CEQA analysis, then the project is categorically exempt under Section 15303 of the State CEQA Guidelines because it meets the conditions for a new, small facility or construction. The proposed unmanned communications facility subject to the Communications Site Ground Lease Agreement is a small facility with no expected

RESOLUTION NO. 2024/xxx

October 22, 2024

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significant effect on the environment as the equipment shelter and ground equipment are contained within a small area and the use is accessory to the primary use on-site. This determination reflects the City's independent judgment and analysis.

Section 5. Declares that if any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Resolution or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, then all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Resolution, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

Section 6. Declares that this Resolution shall become effective immediately on the date of its passage and adoption by the City Council and shall remain effective until amended, superseded or repealed by a separate resolution adopted by the City Council.

Section 7. Directs the City Clerk to post and/or publish this Resolution as may be required by applicable law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit 1

Site Number: SFSO00889B
Market: San Francisco

CITY OF ANTIOCH
COMMUNICATIONS SITE
GROUND LEASE AGREEMENT

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CITY OF ANTIOCH

**COMMUNICATIONS SITE
GROUND LEASE AGREEMENT**

THIS 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 **Dish Wireless L.L.C.**, a Colorado limited liability company, with a mailing address of 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**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 is the owner of certain real property located in the City of Antioch, County of Contra Costa, State of California described and depicted in **Exhibit "A"** attached hereto and incorporated by this reference near the northeast side of the intersection of Banbury Way and Shelbourne Way, Assessor Parcel Number 052-333-020 (the "**Property**").

B. Lessee desires to lease from Lessor a certain portion of the Property, together with certain access and utility easements, as more fully described and depicted in Section 1 of this Agreement and **Exhibit "B"** attached hereto and incorporated by this reference to operate and maintain ground equipment associated with a wireless communication facility attached to a certain electric transmission tower (the "**Tower**") owned, controlled and/or operated by Pacific Gas and Electric Company located on the Property and where such attachment space on the Tower is leased or licensed to Lessee pursuant to a separate lease, license or similar instrument between Pacific Gas and Electric Company and Lessee.

C. The Lessor, as a proprietary landowner and not a government regulatory agency, desires to lease such Premises (as defined below) to Lessee on the terms and conditions 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:

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1. Grant of Lease.

a. Grant and Scope. Subject to the terms and conditions in this Agreement, Lessor, in its proprietary capacity as the Property owner, leases to Lessee exactly two hundred sixty seven (267) square feet of ground space (the "**Equipment Space**") and eighty three (83) square feet of ground space (the "**Transformer Space**", and collectively with the Equipment Space, the "**Premises**"), as more particularly described and depicted in Exhibit "B", together with a non-exclusive right to use the Cabling Space, the Access Route, Utility Route and Landscape Buffer, all as defined herein and more particularly described and depicted in Exhibit "B" and/or Exhibit "C", for only the Permitted Use as defined herein and for no other purpose whatsoever without Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion for any or no reason. This Agreement and all Lessee's rights and/or privileges to use the Premises, the Cabling Space, the Access Route, the Utility Route and the Landscape Buffer will remain subject and subordinate to all leases, subleases, licenses, sublicenses, easements, reservations, covenants, conditions, restrictions and exceptions, whether recorded or unrecorded, that exist prior to the Effective Date.

b. Premises Condition. Except as may be specifically and explicitly provided otherwise in this Agreement, Lessor makes no warranties or representations whatsoever about the Property's, Premises', Cabling Space's, Access Route's, Utility Route's or Landscape Buffer's condition, fitness or suitability for Lessee's use. Lessee expressly warrants and represents to Lessor that Lessee or its Agent (as defined below) inspected the Property, Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer, and any environmental or other conditions on the Property, Premises, Cabling Space Access Route, Utility Route and Landscape Buffer, and accepts the Premises, Cabling Space Access Route, Utility Route and Landscape Buffer in its present "**AS-IS**" and "**WITH ALL FAULTS**" condition. Lessee expressly acknowledges and agrees that neither Lessor nor its Agents made any warranties, representations or promises to Lessee or its Agents about the Property, Premises, Cabling Space Access Route, Utility Route and Landscape Buffer, whether in whole or in part, or any aspect about the Property, Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer, which includes, without limitation, any structures or improvements, utilities or Hazardous Materials as defined herein. As used within this Agreement, "**Agent**" means a Party's agent, employee, director, officer, contractor, subcontractor or representative in relation to this Agreement or the Premises.

c. Certified Access Specialist Disclosure. Pursuant to California Civil Code § 1938, and to the extent applicable to this Agreement, Lessor expressly advises Lessee, and Lessee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any Premises in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

d. Subsurface and Utility Improvement Rights. Lessor reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, stormwater sewers, pipelines, manholes and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the Premises, and any part thereof, and to enter the Premises for any and all such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way and

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permits in, over, upon, through, across and along any and all portions of the Premises for the installation, operation and maintenance of public utilities. Lessor shall not exercise any rights reserved under this section in a manner that unreasonably interferes with Lessee's operations or access under this Agreement or to impair the security of any secured creditor of Lessee. Lessor agrees that rights granted to third parties by reason of this section must contain provisions that the surface of the Premises will be restored as nearly as practicable to its original condition upon the completion of any construction.

e. Cabling Space. Lessor grants to Lessee a nonexclusive route over, under and upon the Property (the "**Cabling Space**") in the location(s) described and depicted in Exhibit "B" for the installation, repair, replacement and maintenance of Lessee's wires, cables, conduits and pipes between the Premises and the Tower. Lessor grants the Cabling Space to Lessee for the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility. Lessee's interest in the Cabling Space shall immediately dissolve and any rights granted thereby shall automatically revert back to Lessor upon the expiration of the Restoration Period, and if such Cabling Space is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

f. Landscape Buffer. Lessor grants to Lessee a nonexclusive license for Lessee's use of that certain landscape buffer space on the Property that overlays and/or abuts the Premises (the "**Landscape Buffer**") in the location(s) described and depicted on Exhibit "C" for the installation, replacement and maintenance of weed barrier and compacted gravel ground cover (the "**Landscape Features**") comprised of "California Gold" crushed stone or such other type and quality of gravel as the City may approve in its sole discretion. Lessee shall be solely responsible for maintaining the Landscape Features in good condition, including but not limited repair or restoration of any loss or damage to the Landscape Features, containing such Landscape Features within the Landscape Buffer, and removing any Landscape Features that are found outside of the Landscape Buffer. Lessor shall not remove, limb or otherwise interfere with any existing mature trees or shrubs existing in the Landscape Buffer as of the Effective Date of this Agreement without the City's prior consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessor grants Lessee use of the Landscape Buffer in connection with the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility and the Landscape Features. Lessee's interest in the Landscape Buffer shall immediately dissolve and any rights granted thereby shall automatically revert back to Lessor upon the expiration of the Restoration Period, and if such Landscape Buffer is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

2. Permitted Uses.

a. Permitted Use; Communication Facility. Beginning on the Commencement Date, Lessee may use the: (1) Equipment Space portion of the Premises to (i) transmit and receive radio communication signals within the radiofrequencies licensed to Lessee by the Federal Communications Commission in accordance with all Applicable Laws as defined herein; and (ii) construct, maintain, repair, remove, and operate radio communication equipment, cables, and accessories ("**Communication Facility**"); and (2) the Transformer Space portion of the Premises to construct, maintain, repair, remove and operate electrical transformer equipment on concrete

pad(s) with the associated protective bollards and bollard foundations for the purpose of servicing the Equipment Space, all in the locations and configurations more particularly described and depicted in **Exhibit "C"** attached hereto and incorporated herein (collectively, the **"Permitted Use"**), for purposes reasonably necessary to accomplish the Permitted Use, but for no other purpose whatsoever without Lessor's prior written consent, which Lessor may withhold for any or no reason in Lessor's sole discretion. **"Applicable Laws"** as used herein means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

b. Prohibited Uses. Lessee shall not use the Premises or any areas on the Property (whether in whole or in part) in any unlawful manner or for any illegal purpose. In addition, Lessee shall not use the Premises in whole or in part in any manner that interferes with the maintenance, operation or future operation of Lessor's governmental operations on the Property, or constitutes a nuisance either under Applicable Laws or as determined by Lessor in its sole but reasonable discretion. Lessee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the Premises. Lessee acknowledges and agrees that its rights under this Agreement do not authorize Lessee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the Premises, except signs that may be required under Applicable Laws for site identification and/or public health and safety reasons. Lessee shall not permit the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer to be used by any third parties at any time during the Term in a manner that would impair Lessor's title to or interest in the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription or other similar claims in, to or with respect to the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer. Nothing in this Agreement authorizes Lessee to perform any testing or work on the Tower without also obtaining Pacific Gas and Electric Company's prior consent.

c. Tests. At any time throughout the Term, Lessee will have the right, but not the obligation, to conduct necessary tests, surveys and other reasonably necessary inspections (collectively **"Tests"**) on the Premises, Cabling Space, Access Route, Utility Route and/or Landscape Buffer to determine suitability for the Permitted Use; provided that: (1) Lessee has first furnished Lessor with all up-to-date insurance documentation required in Section 20 (Insurance) under this Agreement; (2) Lessee has provided Lessor with at least 24 hours' prior notice; (3) Lessee complies with all of Lessor's reasonable rules and regulations necessary to avoid undue interference with other authorized activities or operations on the Property; and (4) Lessee shall promptly return any areas on the Property affected by any Tests to the condition that existed immediately prior to such Tests, reasonable wear and tear excepted. In the event of an emergency relating to Lessee's Communication Facility, Lessee agrees to diligently comply with this section as soon as reasonably practicable, including providing Lessor with notice of the Tests undertaken in response to such an emergency.

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3. Governmental Approvals.

a. Permits and Other Regulatory Approvals. The Parties acknowledge and agree that Lessee shall not commence any work at the Property until Lessee first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require, which includes without limitation a conditional use permit and any other permit obtained through any other City of Antioch department (collectively "**Regulatory Approvals**").

b. Lessor's Cooperation with Regulatory Approvals. 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 the Communication Facility. 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 Lessor's municipal functions.

c. Regulatory Approval Applications. Lessee must provide to Lessor complete copies of all applications, letters of authorization and related documents for Regulatory Approvals to be filed with any Federal, State, or Local authorities ("**Applications**") for Lessor's review for consistency with the terms of this Agreement prior to Lessee's submission of Applications to such Federal, State, or Local authorities. Lessor agrees to execute such consistent Applications within a reasonable period of time after Lessor's receipt of Lessee's written request containing the Applications. In no event shall Lessor's consent for any Applications be deemed granted under this Agreement. Lessor shall not be entitled to additional consideration under this Agreement with respect to any of the foregoing. Lessor agrees to be named as the property owner for such Applications and Regulatory Approvals. Lessor may only be named as the applicant if the Federal, State, or Local authorities will not allow Lessee to be directly named as the applicant on such Applications. Lessee shall indemnify, defend and hold harmless Lessor from any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including reasonable attorney fees, whether direct or indirect ("**Claims**"), to the extent caused by or arising out of Applications and Regulatory Approvals. This indemnification obligation will survive the termination, cancellation or expiration of this Agreement.

d. Proprietary Capacity Acknowledgment. The Parties expressly acknowledge and agree Lessor enters this Agreement solely in its proprietary capacity as the owner or controller of the Property and not in its capacity as a regulatory agency. Lessee acknowledges and agrees that any federal or state laws applicable to Lessor in its regulatory capacity will not be applicable to Lessor in its proprietary capacity and Lessee will not seek to have such laws applied to Lessor or any approval, disapproval, act or failure to act in connection with this Agreement. Lessee further acknowledges and agrees that: (i) only the terms and conditions in this Agreement will govern the criteria and timeframes for Lessor's decisions or actions in its proprietary capacity in response to Lessee's requests for Regulatory Approvals in connection with this Agreement; (ii) any approval or disapproval Lessor may issue in its proprietary capacity in connection with this Agreement will not be deemed to be an approval or disapproval Lessor may be required to issue in its regulatory

capacity, if any; and (iii) any approval or disapproval Lessor may issue in its proprietary capacity will not give preference to Lessee or Lessee's applications over other persons or applications in any regulatory proceeding solely based on this proprietary relationship.

4. Access.

a. Grant of Access. Except as may be specifically provided otherwise in this Agreement, Lessor grants Lessee a nonexclusive license for overland vehicular and pedestrian ingress and egress between the Premises and Banbury Way for purposes reasonably related to the Permitted Use only along the route more fully described and depicted in Exhibit "B" (the "Access Route"): (1) during regular business hours (8:00 a.m. to 5:00 p.m. Pacific Time Monday through Friday); or (2) at any time in the event of a bona fide emergency that may cause injury to persons or damage to the Property.

b. Access Notification. Access during regular business hours must be coordinated in advance with not less than forty-eight (48) hours prior notice by email to publicworks@antiochca.gov. In the event of a bona fide emergency that may cause injury to person or damage to the Property, Lessee shall: (1) notify the Antioch Police Department dispatch in advance if such access occurs after 9:00 p.m. and before 6:00 a.m. Pacific Time, and (2) in all events, provide notice of such emergency access to Lessor as soon as reasonably practicable, but in no event later than twenty-four (24) hours after such access, and provide Lessor (i) the date and time of emergency access; (ii) the nature of the event requiring emergency access; and (iii) and the names of the persons and/or company that accessed the Premises.

c. Access Regulations; Parking. Lessee shall not disturb other users or tenants of the Property. Lessor reserves the right to require that Lessee and Lessee's Agents be escorted to the Premises by Lessor or a representative of Lessor. Lessor may impose reasonable rules and regulations on the manner in which Lessee uses the Access Route, which includes without limitation rules and regulations: (1) for the locations in which Lessee, its Agents, Invitees (as defined below) and other personnel may park vehicles and equipment on the Access Route; (2) necessary to secure the Property; and (3) necessary to ensure access to the Property for all users authorized by Lessor. Lessor shall provide any reasonable rules and regulations to Lessee in writing in advance. Lessor will issue to Lessee, and Lessee shall safeguard and not share with others, any keys or codes necessary to access the Premises via the Access Route. 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 over the Property. As used within this Agreement, "Invitee" means the client, customer, invited guest, tenant, subtenant, lessee, assignee and/or sublicensee of a Party in relation to the Premises.

d. 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.

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e. Lessor's Access to the Premises. Lessor and its Agents may, after reasonable advance written notice and at any time without advance notice in case of emergency (but with notice to Lessee as soon as reasonably practicable) or for any purpose related to protecting the Property, enter onto and inspect the Premises. During the six (6) months before the expiration of the Term, Lessor may exhibit the Premises to prospective Lessees at times approved by Lessee and in the presence of Lessee or its Agent. In the event of an emergency, Lessor may enter on or pass through the Premises. If, under such emergency circumstances, Lessee is not present to open the Premises, Lessor may enter by any means without liability to Lessee except for failure to exercise reasonable care under the circumstances. Lessor's actions under this section will not constitute an actual or constructive eviction or relieve Lessee of any obligation with respect to making any repair, replacement, or improvement or complying with any law, order, or requirement of any government or other authority. No provision of this section shall be construed as obligating Lessor to perform any maintenance, repairs, alterations or improvements.

5. Utilities.

a. Utility Requirements. Lessee shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "Utilities") under its own account and meters and at its sole cost and expense. Lessor shall reasonably cooperate with Lessee's Utilities providers at no cost to Lessor. Lessor, in its proprietary capacity under this Agreement, shall not provide any Utilities whatsoever to Lessee, except to the extent that it may separately provide such Utilities to the public through separate governmental operations. Under no circumstances shall Lessee "submeter" from Lessor or use any utility service billed by the utility to Lessor.

b. Utility Route. Lessor grants to Lessee a nonexclusive license for a utility route over, under and upon the Property (the "Utility Route") in the location(s) described and depicted in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, cables, conduits and pipes. Lessor grants the Utility Route to Lessee for the Permitted Use during the Term and thereafter for a reasonable period of time for Lessee to remove its Communication Facility. Lessee's interest in the Utility Route 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 Route is recorded, it shall be released consistent with the provisions of Section 11 and Section 29(i) of this Agreement.

6. Construction.

a. Plans and Specifications. Lessee may not commence any construction or installation activities on the Property that involve new structures or increased loading on existing structures without prior written approval from the City of Antioch Engineer/Director of Public Works or their designee. Lessee shall submit its written request for approval together with complete engineering plans, specifications and a structural analysis report, all in a form reasonably acceptable to the City of Antioch Engineer/Director of Public Works. The City of Antioch Engineer/Director of Public Works may (but is not obligated to) review all or part of such materials and may reasonably approve, conditionally approve or reject them for cause.

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b. Manner of Construction. Lessee and its Agents shall perform all work on the Property and Premises in a good, safe and workmanlike manner, in strict compliance with this Agreement and all Applicable Laws. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by Lessor.

c. Lessee's Contractors. Lessee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the Premises. At least ten (10) business days before any work commences on or about the Premises that requires Lessor's prior approval, Lessee shall provide Lessor with: (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present on the Property.

d. Labor and Material Costs. Lessee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing and installing the Communication Facility in accordance with this Agreement and all Applicable Laws. Lessee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the Premises at Lessee's direction or for Lessee's benefit.

e. Coordination; Supervision. Lessee must coordinate all its installation, construction and other work on or about the Premises with Lessor so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, Lessor or Lessor's municipal operations. Lessor may, but will not be obligated to, supervise any construction activities in connection with this Agreement that require Lessor's prior review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon a written demand and reasonable supporting documentation from Lessor, Lessee shall reimburse Lessor for its actual cost to supervise such construction activities, not to exceed \$155.00 per hour.

f. Construction Staging. Lessee and its Agents and Invitees shall not use any surrounding area, including without limitation, any other portion of the Property not exclusively leased by the Lessee as a staging, construction, or storage area without Lessor's prior written consent, which consent by Lessor shall not be unreasonably withheld, conditioned or delayed. Lessor may in its sole but reasonable discretion withhold or revoke its consent to allow Lessee's to use any staging area when Lessee's use unreasonably interferes with other persons or entities authorized to use the Property.

g. As-Built Site Plans. Within ninety (90) days after Lessee completes any subsurface construction, installation or other work on the Property that requires Lessor's prior review and approval, Lessee shall furnish Lessor with as-built site plans that depict all the subsurface equipment and any improvements in the then-current location and configuration. Lessee shall also provide such as-built site plans in a native or portable document format.

h. Modifications and Alterations. Except as expressly provided otherwise in this Agreement, Lessee may not modify or alter Communication Facility in any manner other than as shown on Exhibit "C" without Lessor's prior written consent, which Lessor will not unreasonably withhold or condition. Subject to the preceding sentence, Lessor acknowledges that Lessee, from time to time, may need to upgrade or add new technologies to the Communication Facility based

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on its sole discretion as to the need for such upgrade or addition. After Lessee completes any approved modification or alteration, Lessee shall produce or cause to be produced a revised Exhibit "C" that shows all equipment and other improvements comprising the Communication Facility in their current, as-built location and configuration. Such revised Exhibit "C" will not become effective until both Parties sign each page thereto.

i. Routine Maintenance. Routine maintenance means ensuring that the Communication Facility and Premises are kept in good operating condition, in good aesthetic condition in accordance with this Agreement and in safe condition in accordance with all Applicable Laws ("**Routine Maintenance**"). Routine Maintenance includes, but is not limited to, inspections, testing and repairs that are not otherwise modifications or alterations pursuant to Section 6(h) (Modifications and Alterations). Routine Maintenance also includes like-for-like equipment replacements and modifications of existing equipment shown on Exhibit "C" but does not include additional equipment installations not shown on Exhibit "C" or replacement or modified equipment of greater or materially different dimensions or weight. Lessee shall notify Lessor of any Routine Maintenance at least 48 hours in advance of the maintenance by e-mail to publicworks@antiochca.gov. Such notice of Routine Maintenance must include: (1) a schedule with all activities to be performed in connection with the Routine Maintenance; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present at the Property.

j. 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 of Antioch Engineer/Director of Public Works in their sole discretion.

k. 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.

l. Hours of Construction. Lessee's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of users or tenants at the Property. Lessee shall schedule its construction activities between the hours of 8:00 A.M. and 5:00 P.M. Pacific Time Monday through Friday unless approval in writing in advance is obtained from the City of Antioch Director of Public Works/City Engineer, and is otherwise permitted by the City of Antioch Municipal Code.

7. Term.

a. Initial Term. The initial term of this Agreement shall commence on the first day of the month after the Effective Date (the "Commencement Date") and automatically expire five (5) years thereafter unless earlier terminated in accordance with this Agreement ("**Initial Term**").

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b. Renewal Term(s). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) 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.

c. Holdover Term. Lessee's right to possess and use the Premises, Cabling Space, Access Route, Utility Route and Landscape Buffer 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, Cabling Space, Access Route, Utility Route, Landscape Buffer or any part of the Property after this Agreement expires or terminates, then: (1) this Agreement will automatically convert to a month-to-month tenancy ("**Holdover Term**"); (2) the Rent shall automatically increase one hundred thirty-five percent (135%) over the Rent in effect at that time ("**Holdover Rent**") and will continue to increase in accordance with Section 8(b) (Annual Rent Escalator); (3) either Lessor or Lessee may terminate the Holdover Term on 30 days' prior written notice for any or no reason thereby automatically commencing the Restoration Period on the effective date of such termination; and (4) all other terms and conditions in this Agreement shall continue. There is no right to a Holdover Term in this Agreement.

8. Rent.

a. Base Rent. Lessee shall pay to Lessor the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month ("**Rent**") commencing on the Commencement Date with the initial Rent payment due to Lessor within forty-five (45) days following the Commencement Date; thereafter, Lessee shall pay to Lessor each subsequent Rent payment in advance on or before the first day of each calendar month.

b. Annual Rent Escalator. Commencing on the first annual anniversary of the Commencement Date, and on each subsequent annual anniversary thereafter through the Term and any Holdover Term, Rent shall automatically increase three percent (3%) over the Rent or Holdover Rent, as may be applicable, in effect during the immediately prior twelve (12) months.

c. Administrative Fee. Separate from Rent, Lessee shall pay to Lessor a one-time fee of Twelve Thousand and 00/100 Dollars (\$12,000.00) ("**Administrative Fee**") due to Lessor within forty-five (45) days after the Effective Date. The Administrative 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 Administrative Fee upon the full execution of this Agreement, and that the Administrative Fee does not constitute Rent or any offset to Rent or any other amount due from Lessee to Lessor.

d. Late Fee. If Lessee fails to timely and fully pay any Rent or other amount payable to Lessor, such amounts due and owing will be subject to a late charge equal to twelve percent

(12%) of such unpaid amounts ("Late Fee"). The Parties agree that such Late Fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

e. Interest. Any Rent and all other amounts payable to Lessor will bear interest at the greater of (i) ten percent (10%) per annum or (ii) the highest rate permitted by Applicable Law from the due date when not paid within ten (10) days after due and payable to Lessor. Any sums received shall be first applied toward any costs of collection and/or attorneys' fees incurred by Lessor pursuant to this Agreement, then to interest, then to Late Fees, and lastly to the principal amount owed. Any interest or Late Fee payments alone will not excuse or cure any default by Lessee.

f. Payments. Lessee shall ensure that all payments to Lessor include Lessee's site number. Payments shall be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other payee and address as may be determined from time to time and upon notice to Lessee pursuant to Section 28 herein. Lessee shall make payments due and owing to Lessor pursuant to this Agreement separate from any other payments that Lessee may owe to Lessor: (i) in Lessor's proprietary capacity pursuant to any other agreements; or (ii) in Lessor's regulatory capacity. Any written notice required pursuant to Section 28 tendered to the address specified in this section is invalid and not considered to be tendered to Lessor, except to the extent the addresses in this section and Section 28 are the same. No payment by Lessee or receipt by Lessor of a lesser amount than payment due will be deemed to be other than a payment made on account toward the total payment due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Lessor's acceptance of such checks or payment will be without prejudice to Lessor's right to recover the balance of the amount due or pursue any other remedy in this Agreement. Lessee may require receipt of a validly completed IRS Form W-9 (or its equivalent) prior to the duty to tender the Rent and any other amounts due under this Agreement.

9. Maintenance and Repairs.

a. Lessee's Maintenance Obligations. Throughout the Term and any Holdover Term, Lessee, at its sole cost and expense, shall maintain, repair and secure its Communication Facility and all other personal property and improvements brought onto the Property in good, orderly and safe condition. Lessee shall keep the Premises free of debris, graffiti and any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference in Lessor's sole but reasonable discretion, and shall correct any such conditions within forty-eight (48) hours after receipt of written notice.

b. Graffiti. Lessee shall abate any graffiti, household trash, litter, debris, any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference in Lessor's sole but reasonable discretion, or any other public nuisance that arises from Lessee's use of the Premises, within forty-eight (48) hours after Lessor's notification to Lessee of same. Lessor may, in Lessor's sole but reasonable discretion, extend the period of time for Lessee's abatement after Lessor's receipt of a request from Lessee that includes a showing of good cause for such extension.

c. Lessee's Duty to Repair to Property. Throughout the Term of this Agreement, Lessee shall promptly repair any damage to any area where it enjoys exclusive control, which includes the Premises. 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 Agents' construction, operation, maintenance, omissions, or other use in connection with the Communication Facility. Lessee shall immediately provide Lessor with written notice of damage caused by Lessee to the Property or Lessor's improvements. 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 Lessor, 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.

d. Removal of Vegetation. Lessee has the right, at Lessee's sole cost and expense, to remove vegetation from the Premises where such vegetation interferes with or presents a hazard to Lessee's use of the Premises. If Lessee removes any such vegetation, Lessee must immediately dispose of the removed vegetation, at Lessee's sole cost and expense, off of the Property and in accordance with Applicable Laws. Before Lessee may remove any other obstructions from any other portion of the Property other than the Premises, Lessee must obtain Lessor's prior written approval.

e. Routine Generator Testing. Lessee shall schedule any routine testing of any generator equipment approved on Exhibit "C" between the hours of 9:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday unless prior written approval is obtained from the City of Antioch Director of Public Works/City Engineer and is otherwise permitted by the City of Antioch Municipal Code.

f. Lessor's Maintenance Obligations. 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 on the Property. In the event of any such impairment, Lessor shall provide alternate access to the Premises. Lessor shall not be responsible for repairs or maintenance in connection with the Communication Facility or Premises or for any associated costs except to the extent caused by Lessor or its Agents. Lessor shall maintain the Access Route in a manner sufficient to allow access, weather and seasonal conditions permitting. Lessee acknowledges that the Access Route as currently constructed and maintained is sufficient to provide it with access. Lessor, under no circumstances, shall be required to expand or enlarge the Access Route.

g. 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 regulatory capacity, and in full compliance with all applicable federal, state, and local laws and regulations.

10. 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.

11. Removal and Restoration; Reconveyance.

a. Within ninety (90) calendar days after this Agreement expires or terminates ("Restoration Period"), Lessee, at its sole expense, shall (i) cause the immediate cessation of all its radio transmissions from the Property; and (ii) completely remove Lessee's facilities, equipment and improvements to a depth of six (6) feet; (iii) restore the Premises and any affected areas of the Property to its original condition as it existed before the Effective Date, excluding ordinary wear and tear; (iv) surrender the Premises to Lessor; and (v) if Lessee has recorded a memorandum of this Agreement or any other documents in Lessor's Property chain of title with the Contra Costa County Recorder's Office, 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 pursuant to Section 29(i).

b. Notwithstanding any other provision of this Agreement, Lessee's obligation to pay the Rent or Holdover Rent as applicable hereunder shall continue and Lessee shall be deemed in actual possession of the Premises until Lessee has complied with all removal, restoration, surrender and reconveyance requirements of this Agreement.

12. 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.

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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.

13. Interference with Communications.

a. Lessee's Interference Obligations. Lessee shall not operate the Equipment, cause or allow others to operate the Equipment or use the Premises in a manner that causes interference with other communication transmission or reception equipment lawfully used by Lessor, its Agents or any third parties authorized by Lessor to use the Property existing as of the Effective Date. Any such interference will be deemed a default under this Agreement and, after Lessee receives notice that such interference exists, Lessee will be responsible to promptly eliminate any such interference at no cost to Lessor. Lessor agrees to reasonably cooperate with Lessee's efforts to locate the interference source. In the event that Lessee does not promptly cure such interference within seventy-two (72) hours following notice, Lessee shall reduce power or cease operations of the interfering Equipment until the interference is cured. The Parties acknowledge that continued interference with communication transmission or reception equipment lawfully used by Lessor, its Agents or any third parties authorized by Lessor to use the Property may result in irreparable harm and, therefore, Lessor will have the right to bring an action against Lessee to enjoin such interference or terminate this Agreement.

b. Lessor's Governmental Communications. Lessee acknowledges that Lessor may use communications equipment on the Property in connection with its governmental or regulatory functions, that such equipment and/or the frequencies on which such equipment operates may change from time to time, and that communications in connection with Lessor's governmental or regulatory functions are paramount over Lessee's operations. Notwithstanding anything in this Agreement to the contrary, any interference with Lessee's operations or Communication Facility caused by any communications equipment used by Lessor in its governmental or regulatory capacity in connection with its governmental or regulatory functions: (1) will not be a default under this Agreement; (2) will not entitle Lessee to demand a cure to such interference; and (3) will not entitle Lessee to bring any judicial action for any injunction. Notwithstanding the foregoing, Lessor agrees to reasonably cooperate with Lessee's efforts to locate the interference source and make a good faith effort to resolve the interference with Lessee's operations or Communication Facility in a manner that does not diminish Lessor's governmental or regulatory functions and use of its communications equipment within seventy-two (72) hours following notice from Lessee. The provisions in this section shall not preclude Lessee's right to seek relief from the FCC in accordance with the FCC's rules and regulations.

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14. Taxes.

a. Title to Lessee's Equipment and Improvements. Lessee's Communication Facility, equipment and other improvements constructed, installed or placed on the Premises, Cabling Space, Access Route, Utility Route or Landscape Buffer by Lessee or at Lessee's request or direction will be and at all times remain Lessee's personal property and will not be deemed fixtures or real property for any purpose, whether such objects would be deemed fixtures or real property under Applicable Laws or not.

b. Possessory Interest Taxes. Lessee understands and acknowledges that: (1) this Agreement and/or any improvements placed on the Property may create a possessory interest, as defined in California Revenue and Taxation Code § 107, subject to taxation; (2) Lessee will be required to timely pay any and all such possessory interest taxes; and (3) any transfer, assignment or sublicense in connection with this Agreement, and any options to extend or renew this Agreement, may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement. Lessee further acknowledges that Lessee will have no Claim for damages against Lessor for any possessory interest taxes levied against the Premises, Communication Facility or improvements because it received actual notice that this Agreement may create a possessory interest and that Lessee would be solely liable for any and all taxes levied on such possessory interest.

c. Lessee's Tax and Assessment Obligations. Lessee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever (collectively, "**Impositions**"), which includes without limitation any possessory interest taxes, that arise from or in connection with Lessee's uses on the Premises or the Communication Facility that may be imposed on Lessee under Applicable Laws. Lessee shall not allow or suffer any lien for any Impositions to be imposed on the Premises or Communication Facility. In the event that Lessor receives any Imposition notices on or in connection with the Premises or Communication Facility, Lessor shall promptly (but in no event later than thirty (30) calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to the Communication Facility.

d. Lessee's Right to Contest Taxes or Assessments. Lessee will have the right to contest any Impositions that Lessee disputes in good faith, so long as no lien attaches to the Property and Lessee complies with any bond, deposit, collateral or other requirements under Applicable Law.

15. Liens. Lessee shall keep the Premises free and clear from any and all liens or other impositions in connection with any work performed, material furnished or obligations incurred by or for Lessee. Lessee will inform all contractors and material suppliers that provide any work, service, equipment or material to Lessee in connection with the Premises that the Premises is public property not subject to any mechanics' liens or stop notices. If any Lessee contractor or material supplier files any lien or imposition that attaches to the Premises, Lessee shall promptly (but in no case later than thirty (30) days after discovery) cause such lien or imposition to be released. In the event that Lessee does not cause such lien or imposition to be released within the thirty (30) day period, Lessor will have the right, but not the obligation, to cause such lien or imposition to be

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released in any manner Lessor deems proper, which includes without limitation payment to the lienholder, with or without notice to Lessee. Lessee shall reimburse Lessor for all costs and expenses incurred to cause such lien or imposition to be released (which includes without limitation reasonable attorneys' fees) within ten (10) days after Lessee receives a written demand from Lessor together with reasonable documentation to support such costs and expenses. Lessee shall give Lessor ten (10) days' written notice prior to its commencement of construction or performance of any work on or about the Premises so Lessor shall have the opportunity to post notices of non-responsibility or other notices which may prevent a lien from attaching to Lessor interest in the Premises or the structure.

16. Default.

a. Material Default. A material default and breach under this Agreement ("**Default**") shall be deemed to occur when:

i. Lessee does not deliver any sums due under this Agreement within twenty (20) calendar days after receipt of written notice from Lessor;

ii. A defaulting Party does not observe or perform any non-monetary term under this Agreement within the time period as required in this Agreement or, if no time period is specified, not more than thirty (30) calendar days after receipt of written notice from the non-defaulting Party; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, the defaulting Party promptly commences to cure when it receives written notice from the non-defaulting Party, and the defaulting Party diligently prosecutes its cure to completion; or

iii. Lessee attempts in any manner to exclude Lessor from the Property outside the Premises, except as provided in this Agreement.

b. Sums Paid During Default. Neither Lessee's payment nor Lessor's or its Agents' acceptance of any Rent or any other sums due to Lessor or its Agents under this Agreement during any such Default will be deemed to cure any such Default, waive Lessor's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim Lessor may have for further or additional sums.

c. Event of Default Costs. All costs reasonably incurred by the non-defaulting Party in connection with an Event of Default, as defined herein, of the other party, including, but not limited to, all costs, expenses and actual accountants' appraisers', attorneys' and other professional fees, and any collection agency or other collection charges, shall be due and payable by the defaulting Party to the non-defaulting Party within thirty (30) days following the defaulting Party's receipt of the non-defaulting Party's demand. For the purposes of the foregoing "**Event of Default**" shall mean the continuing default by a defaulting Party of its duties or obligations under this Agreement after receipt of written notice of the Default from the non-defaulting Party, and, if expressly applicable hereunder, the expiration of all applicable periods to cure the Default.

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d. Cumulative Remedies. Except as may be specifically provided otherwise in this Agreement, any and all rights, benefits and/or remedies provided or afforded to either Party under this Agreement or any other instrument or document executed pursuant to this Agreement are and will be cumulative and not exclusive of any legal or equitable rights, benefits or remedies available to either Party under Applicable Laws.

17. Expiration and Termination.

a. Grounds to Terminate. In addition to any other provision in this Agreement that authorizes Lessor or Lessee to terminate this Agreement, this Agreement may be terminated as follows:

i. by either Lessor or Lessee upon thirty (30) days' written notice when the other remains in Default beyond any applicable cure period, as may be extended;

ii. upon one hundred eighty (180) 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 17(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.

18. Damage or Destruction of Premises. If the Premises, in whole or in part, becomes damaged or destroyed due to any cause, Lessor will have no obligation to repair, rebuild or replace the damaged or destroyed Premises. If the Premises, in whole or in part, becomes so damaged or destroyed that it materially impairs Lessee's Permitted Use, and such damage or destruction resulted from a cause not attributable to Lessee or any other person or entity affiliated with Lessee or under Lessee's direction or control, Lessee may elect to terminate this Agreement within sixty (60) days after such damage or destruction occurs.

19. Condemnation.

a. Permanent Takings. If any entity with the power to condemn permanently takes any Premises in whole or in part, or if Lessor transfers the Premises (in whole or in part) to such entity in lieu of eminent domain, the following provisions will apply:

i. This Agreement will automatically terminate on the date the permanent taking or transfer occurs. Lessor will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Lessee hereby expressly waives any right or claim to any portion thereof, including any Claim for loss of business or goodwill. All damages, whether awarded as compensation for diminution in value of the Agreement or to the fee of the Premises, shall belong to Lessor. Lessee will have no Claim against Lessor for the value of any unexpired Term of this Agreement or otherwise except that Lessee may claim any portion of the award that is specifically allocable to Lessee's loss or damage to Communication Facility or other trade fixtures or personal property.

ii. If Lessor transfers the Premises (in whole or in part) to any entity with the power to condemn in lieu of eminent domain, the proceeds from such transfer shall be distributed in the same manner as in a condemnation.

iii. The Parties understand, acknowledge and agree that this Section 19(a) is intended to fully govern the Parties' rights and obligations in the event of a permanent taking. Each Party hereby waives and releases any right to terminate this Agreement in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Applicable Laws to the extent applicable to this Agreement.

b. Temporary Takings. Any taking that affects the Premises in whole or in part for less than ninety (90) days will have no effect on this Agreement, except that Lessee will be entitled to a pro-rata abatement in the Rent to the extent that such temporary taking materially impairs Lessee's use of the Premises. Furthermore, in the event that Lessor receives an award, if any, in connection with such temporary taking, Lessee will receive the portion from the award that represents compensation for the use or occupancy of the Premises during the Term but not to exceed the Rent payable by Lessee for the period of the taking, and Lessor will retain the balance of the award.

20. 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 20 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 Lessor. 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.

21. General Requirements.

i. Any deductibles or self-insured retentions must be declared to the Lessor prior to the full execution of this Agreement. After the full execution of this Agreement, Lessee shall provide prompt written notice to Lessor if any such deductibles or self-insured retentions change.

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 20 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.

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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; provided, however, that Lessor may not exercise its right to modify these requirements more than once every three (3) years from the date of the last modification.

22. Assignment; Sublease.

a. Assignments and Transfers. Lessee may assign or transfer this Agreement in whole at any time without Lessor's consent (i) to any entity which Lessee directly or indirectly Controls; (ii) to any entity which directly or indirectly Controls Lessee; (iii) to any entity directly or indirectly under Common Control with Lessee; or (iv) to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide Lessor with written notice of such an assignment no later than thirty (30) days following the date of such an assignment. As used in this section, "Control" means (1) as to a corporation, stock ownership with the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock, issued and outstanding, of the controlled corporation; or (2) as to partnerships and other business association forms, more than fifty percent (50%) ownership of the beneficial interest and voting control of such association. As used in this section, "Common Control" means two or more entities that are Controlled by a same third entity. Any other assignment or transfer of this Agreement in whole or in part shall require Lessor's prior written approval, which approval Lessor shall not unreasonably withhold, delay or condition. Any assignment or transfer that violates this Section 21(a) (Assignments and Transfers) shall be deemed void and without any legal effect whatsoever, and Lessor shall have the right (but not the obligation) to terminate this Agreement upon written notice to Lessee. This section shall not preclude Lessee's right to enter into standard roaming agreements allowing subscribers of other wireless carriers to use Communication Facility specifically constructed for Lessee's use.

b. Sublease. Lessee may not sublease, sublicense, or in any other manner allow a third Party to occupy or use the Premises, or any portion thereof, without Lessor's prior written consent, which Lessor may withhold, condition or deny for any or no reason. Any act that violates this Section 21(b) (Sublease) shall be deemed to be a material default by Lessee and Lessor shall have the right (but not the obligation) to exclude any unauthorized third parties from the Property.

c. Continuing Obligations after Transfer. No assignment, sublease or other transfer, whether with Lessor's consent or not, will relieve Lessee from any obligation under this Agreement unless: (1) Lessor expressly releases Lessee from such obligations in a written release signed by the City Manager; (2) Lessee's transferee demonstrates the present ability to perform such obligations to the City Manager's satisfaction; and (3) Lessee's transferee expressly and irrevocably assumes such obligations in a writing signed by Lessee's transferee. Any assignment, sublicense or other transfer that is not in compliance with this Section 21 (Assignment; Sublease) will be deemed to be a material default by Lessee. Any payment by any third-party person or entity accepted by Lessor in connection with this Agreement will not be deemed to waive any provision or obligation in this Agreement or be construed to be consent by Lessor to any assignment or sublease.

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23. **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, upon Lessee's written request, Lessor shall, at Lessee's sole cost and expense, use commercially reasonable efforts obtain and furnish to Lessee a non-disturbance agreement for each such mortgage. If Lessor fails to provide any non-disturbance agreement pursuant to the foregoing within a reasonable period of time, 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.

24. **Indemnification; Limitation of Liability.**

a. **General Indemnification Obligations.** Lessee, for itself and its successors and assigns, shall indemnify, defend and hold Lessor, its Agents, Invitees, elected and appointed officials and volunteers (the "**Indemnified Lessor Party(ies)**") harmless from and against any and all Claims incurred in connection with or arising in whole or in part from any act or omission by Lessee or its Agents or Invitees in connection with this Agreement or the Communication Facility, whether any negligence may be attributed to any Indemnified Lessor Parties or not, whether any liability without fault is imposed or sought to be imposed on any Indemnified Lessor Parties or not, but except to the extent that that such Claim is directly and exclusively caused by Lessor's sole active negligence or willful misconduct. Lessee's obligations under this Section 23 include, without limitation, all reasonable fees, reasonable costs and expenses for attorneys, consultants and experts, and Lessor's actual costs to investigate and defend against any Claim. Lessee expressly acknowledges and agrees that: (a) Lessee has an immediate and independent obligation to defend any Indemnified Lessor Parties from any Claim that actually or potentially falls within this Section 23, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (b) Lessee's obligations arise at the time any Indemnified Lessor Parties tender a Claim to Lessee and continue until such Claim's final, non-appealable resolution. Lessee's obligations under this Section 23 shall survive this Agreement's revocation, termination or expiration.

b. **Lessor's Indemnity.** The absence of Lessor's indemnification of Lessee under this Agreement shall not be construed to limit or waive any statutory or legal rights in equity or at law that Lessee may have against Lessor for (i) the negligent, willful or intentional acts or omissions of Lessor or Lessor Party in connection with this Agreement; (ii) Lessor's breach of this Agreement; or (iii) a breach of any representation, warranty or covenant of Lessor contained or incorporated in this Agreement.

c. Negligent or criminal acts by members of the public using the Property shall not be deemed to be the liability or responsibility of Lessor.

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d. Limitation of Liability. Lessee expressly acknowledges and agrees that the Rent or any other sums payable to Lessor under this Agreement do not consider any potential liabilities for consequential or incidental damages. Lessor would not willingly enter this Agreement without a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to Lessor's or its Agents' acts or omissions, and Lessee expressly assumes the risk with respect thereto. Accordingly, without limiting Lessee's indemnification obligations or other waivers contained in this Agreement and as a material consideration for this Agreement, Lessee fully releases, waives and discharges forever any and all Claims against Lessor for consequential and/or incidental damages that arise from or in connection with this Agreement, which includes without limitation any lost profits from disruption to the Communication Facility, any interference with uses or activities conducted by Lessee under this Agreement, from any cause whatsoever, and whether due to Lessor's or its Agents' active or passive negligence or willful misconduct or not, and covenants not to sue for such damages Lessor, and the City of Antioch's other departments, and all City of Antioch agencies, officers, directors and employees, and all persons acting by, through or under them.

e. 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. No elected or appointive board, agency, member, officer, employee or other Agent of Lessor will be personally liable to Lessee, its successors and assigns, in the event of any Default or breach by Lessor or for any amount which may become due to Lessee, its successors and assigns, or for any obligation of Lessor under this Agreement.

f. This Section 23 shall survive the termination, cancellation or expiration of this Agreement.

25. Hazardous Materials.

a. 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.

b. 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.

c. "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

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any Regulatory 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.

d. This Section 24 shall survive the termination, cancellation or expiration of this Agreement.

26. **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.

27. **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.

Site Number: SFSO00889B
Market: San Francisco

28. **Relocation.** If Lessor desires to repair, redevelop, modify, remodel or in any way alter Lessor's improvements on Premises or the Property ("**Redevelopment**"), Lessor shall use commercially reasonable efforts to accommodate Lessee's continuing use of the Premises. Lessee agrees to reasonably cooperate with Lessor regarding such Redevelopment. If any proposed Redevelopment necessitates the relocation of the Communication Facility, Lessor shall give Lessee at least ninety (90) business days prior written notice and Lessee shall relocate the Communication Facility to another mutually agreed upon location at Lessee's sole cost and expense unless deemed any emergency by Lessor in its sole but reasonable discretion, then within ten (10) days prior written notice. The Parties shall amend this Agreement to reflect such relocation.

29. **Notices and Deliveries.**

a. Any notice or demand required to be given herein shall be made in writing and sent by United States Postal Service certified or registered mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, courier fee prepaid, to the address of the respective Parties set forth below in this subsection (a):

Lessor: City of Antioch, California
Attn: **City Manager's Office – LEGAL Notice**
P.O. Box 5007
Antioch, CA 94531

With a true and complete copy to:

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

Lessee: Dish Wireless L.L.C.
Attn: **Lease Administration/SFSFO00889B**
5701 South Santa Fe Dr.
Littleton, Colorado 80120

b. All notices, demands or other correspondence in connection with this Agreement will be deemed to have been delivered upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or the date an attempt to make delivery fails if undeliverable to the specified address. Any copies required to be given constitute an administrative step for the Parties' convenience and not actual notice. The Parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

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c. Lessor's designated payee is:

City of Antioch
A/R Finance Department
Attention: Finance Director
P.O. Box 5007
Antioch, CA 94531

d. Lessor may from time to time designate any other payee and address for the payee by written notice to Lessee.

30. Miscellaneous.

a. Interpretation; Construction.

i. The recitals set forth in this Agreement are true and correct.

ii. The section captions in this Agreement are included for the Parties' convenience and reference and do not define or limit the scope or intent of any provision in this Agreement.

iii. This Agreement has been jointly negotiated and, although formulated at the outset by counsel for Lessor, the Agreement has been reviewed by counsel for Lessee, and each such counsel has participated in the preparation of the final Agreement. The language used in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party, and it is agreed that no provision hereof shall be construed against any Party hereto by virtue of the activities of that Party or such Party's attorneys.

iv. Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.

v. References in this Agreement to "days" mean calendar days, unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday or a bank or City of Antioch holiday. If the last day in any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day.

vi. Unless expressly provided otherwise, references in this Agreement to codified statutes and regulations will be interpreted to refer to such statutes and regulations as the same may be duly amended, recodified or superseded.

vii. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined

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terms encompass all their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.)

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. Recording of Memorandum. Lessor acknowledges that a memorandum of this Agreement, in a form to be mutually agreed to by the Parties, may be recorded in the Official Records of the County where the Property is located by Lessee at Lessee's sole cost and expense. Except as maybe otherwise provided within this Agreement, Lessee shall have no right to record

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any other documents or instruments against Lessor's title to the Property without Lessor's prior written consent which may be withheld, conditioned or denied by Lessor for any or no reason in Lessor's sole discretion. Upon termination or expiration of this Agreement or any Holdover Term, Lessee, at its sole cost and expense, shall execute and cause to be recorded a legally-sufficient document to terminate all of Lessee's rights in the Property in favor of Lessor, and provide Lessor with the recorded original ("**Release and Termination of Agreement**"). Notwithstanding any other provision in this Agreement, Rent or Holdover Rent (as applicable) shall continue until Lessee is in full compliance with the requirements of this section. In addition, Lessee hereby appoints Lessor its irrevocable agent for the sole purpose to cause a Release and Termination of Agreement to be created and recorded in the event that Lessee fails to perform the obligations required herein and after written notice from Lessor. The Parties specifically recognize that Lessor has the specific power coupled with the interest in the Property to do all those things set out in and pursuant to this section after thirty (30) days' written notice to Lessee.

j. 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. Notwithstanding anything herein to the contrary, in the event that the Cabling Space, Access Route or Utility Route are not described and depicted on Exhibit "B" and/or Exhibit "C" as of the Effective Date and prior to Lessee's commencement of the initial construction of the Communication Facility, the Parties agree that Exhibit "B" and Exhibit "C" may be revised one (1) time, at Lessee's sole cost and expense, to include or revise the Cabling Space, Access Route and Utility Route legal descriptions, surveys, and depictions on construction drawings as may be necessary prior to Lessee's commencement of the initial construction of the Communication Facility, subject to Lessor's acceptance of such revised exhibit(s) in Lessor's sole discretion. Lessor shall signify its acceptance of such revised exhibit(s) by initialing each page of such revised exhibit(s), after which the original exhibit(s) shall be deemed replaced and superseded without the need for further amendment of this Agreement. In no event shall Lessee commence the initial construction of the Communication Facility until the Cabling Space, Access Route and Utility Route are described and depicted on Exhibit "B" and Exhibit "C" as required by this Agreement.

k. 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.

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 Municipal Code, and the California Government Code §§ 810 *et seq.*

m. False Claims Act. Lessee agrees that any Claim submitted to Lessor must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Lessee acknowledges that if a false claim is submitted

to Lessor by Lessee, it may be considered fraud and Lessee may be subject to criminal prosecution. Lessee acknowledges that the False Claims Act, California Government Code §§ 12650 *et seq.*, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Lessor seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Lessee acknowledges that the filing of a false claim may subject Lessee to an administrative debarment proceeding as the result of which Lessee may be prevented to bid on any public work or improvement for a period of up to five (5) years.

n. 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

o. 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).

p. No Relocation Assistance. This Agreement does not create any right in Lessee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such laws may apply, Lessee waives, releases and relinquishes forever any and all Claims that it may have against Lessor for any compensation from Lessor except as provided in Section 19 (Condemnation).

q. Estoppels. Lessee, at any time and from time-to-time on not less than thirty (30) days' notice from Lessor, shall execute, acknowledge and deliver to Lessor or its designee, an estoppel certificate which states: (1) that Lessee has accepted the Premises (or, if Lessee has not done so, that Lessee has not accepted all or any part of the Premises and specifying the applicable portions of the Premises and reasons for non-acceptance); (2) the Commencement Date, Effective Date and expiration date for this Agreement; (3) that this Agreement is unmodified and in full force and effect or, if modified, the manner in which this Agreement is modified; (4) whether any defenses then exist against the enforcement of any of Lessee's obligations under this Agreement (and if so, specifying the same); (5) whether any of Lessor's obligations under this Agreement are outstanding (and if so, identifying any Lessor obligations that Lessee believes that Lessor has failed to meet); (6) the dates, if any, to which Rent has been paid; (7) the number and identity of all sublicensees, if any, on the Premises, and the dates on which such sublicensees commenced

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and terminated their use or occupancy on the Premises; and (8) any other information that may be reasonably required by any such persons.

r. Brokers. The Parties represent to each other that neither has had any contact, dealings or communications with any broker in connection with this Agreement, whose commission, if any, would be paid pursuant to a separate written agreement between such broker and such Party with which such broker contracted. If any broker perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, Lessee shall indemnify Lessor from all Claims brought by the broker. The representations and indemnification obligations in this section will survive the expiration, cancellation or termination of this Agreement.

s. Submission of Agreement. The submission of this Agreement to the Parties or 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.

t. Execution; Counterparts. The Parties warrant and represent to each other that the person who executes this Agreement on their behalf has the full power and authority to enter this Agreement, and that any approvals or authorizations necessary to enter this Agreement have been obtained. This Agreement may be executed simultaneously or in one or more counterparts. If the Parties elect to execute this Agreement in one or more counterparts, Lessee shall execute first, Lessor shall execute second, each executed counterpart will be deemed to be an original, but all counterparts taken together will constitute one and the same agreement.

SIGNATURES ON NEXT PAGE

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Site Number: SFSO00889B
Market: San Francisco

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: _____
Kwame Reed
Acting City Manager

Date: _____

ATTEST:

By: _____
Ellie Householder, MPP
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith
City Attorney

Lessee:

DISH WIRELESS L.L.C., a Colorado limited liability company

By: _____


Print Name: _____
Satish Sharma
Executive VP

Print Title: _____
DISH Wireless

Date: _____
8/13/2004

Site Number: SFSO00889B
Market: San Francisco

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Property of which Premises are a part is described as follows:

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 92-155154 O.R.:

LOT K OF SUBDIVISION 7019, AS SHOWN ON A MAP THEREOF, RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 18, 1992 AS INSTRUMENT # 92-155154.

EXHIBIT "B"

DESCRIPTION OF PREMISES, CABLING SPACE, ACCESS ROUTE AND UTILITY ROUTE

Legal descriptions and survey stamped by professional land surveyor "d'Artagnan Alba" appear behind this cover (5 additional pages). On the following pages, the "Equipment Space" portion of the "Premises" is referred to as the "Equipment Lease Area", the "Transformer Space" portion of the "Premises" is referred to as the "Transformer Lease Area", and the "Utility Route" is collectively referred to as the "Utility Easement" and "Utility Easement 2".

EXHIBIT "A-1"

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 92-155154 O.R.:

LOT K OF SUBDIVISION 7019, AS SHOWN ON A MAP THEREOF, RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 18, 1992 AS INSTRUMENT # 92-155154.

PROPOSED EQUIPMENT LEASE AREA LEGAL DESCRIPTION:

BEING A PORTION OF LOT K OF SUBDIVISION 7019, AS SHOWN ON THE MAP RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY MOST CORNER OF LOT 106 IN SUBDIVISION 7019 SHELBOURNE, RECORDED NOVEMBER 29, 1989 IN BOOK 340, OF MAPS, PAGE 4, IN CONTRA COSTA COUNTY RECORDS, THENCE ALONG THE EAST LINE OF SAID LOT, S 13°37'52" W, A DISTANCE OF 33.07 FEET, THENCE LEAVING SAID EAST LINE, S 76°22'08" E, A DISTANCE 189.53 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE N76°06'40"E, A DISTANCE OF 16.00 FEET;
COURSE 2) THENCE S13°53'20"E, A DISTANCE OF 11.85 FEET TO THE HEREINAFORE MENTIONED POINT 'A';
COURSE 3) THENCE CONTINUING S13°53'20"W, A DISTANCE OF 5.48 FEET;
COURSE 4) THENCE S76°06'06"W, A DISTANCE OF 13.42 FEET;
COURSE 5) THENCE N13°50'26"W, A DISTANCE OF 2.01 FEET;
COURSE 6) THENCE S76°06'40"W, A DISTANCE OF 0.58 FEET;
COURSE 7) THENCE N13°47'32"W, A DISTANCE OF 2.94 FEET;
COURSE 8) THENCE S76°12'28"W, A DISTANCE OF 2.01 FEET;
COURSE 9) THENCE N13°51'07"W, A DISTANCE OF 12.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 267 SQUARE FEET (0.006 ACRES), MORE OR LESS.

TOGETHER WITH THE TRANSFORMER LEASE AREA CONTAINING 350 SQUARE FEET MORE OR LESS.



EXHIBIT "A-2"

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

BEING A 2.00 FOOT WIDE STRIP UNDER, ACROSS, AND THROUGH A PORTION OF LOT K OF SUBDIVISION 7019, AS SHOWN ON THE MAP RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, LYING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT HEREINBEFORE DESCRIBED POINT 'A';

COURSE 1) THENCE N 76°06'38" E, A DISTANCE OF 3.45;

COURSE 2) THENCE S 13°41'32" E, A DISTANCE OF 57.63 FEET TO THE HEREINAFORE MENTIONED POINT 'B';

COURSE 3) THENCE S 56°51'43" W, A DISTANCE OF 26.00 FEET TO THE TERMINUS OF THIS DESCRIPTION.

TOGETHER WITH A 2.00 FOOT WIDE STRIP UNDER, ACROSS, AND THROUGH A PORTION OF LOT K OF SUBDIVISION 7019, AS SHOWN ON THE MAP RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, LYING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT HEREINBEFORE DESCRIBED POINT 'B';

COURSE 1) THENCE S 13°41'32" E, A DISTANCE OF 37.26 FEET;

COURSE 2) THENCE S 50°51'12" W, A DISTANCE OF 94.18 FEET

COURSE 3) THENCE N 60°15'40" W, A DISTANCE OF 3.13 FEET TO THE HEREINAFORE MENTIONED POINT 'C' AND TO THE TERMINUS OF THIS DESCRIPTION.



EXHIBIT "A-3"

PARENT PARCEL LEGAL DESCRIPTION PER GRANT DEED INST. NO.: 92-155154 O.R.:

LOT K OF SUBDIVISION 7019, AS SHOWN ON A MAP THEREOF, RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 18, 1992 AS INSTRUMENT # 92-155154.

PROPOSED TRANSFORMER LEASE AREA LEGAL DESCRIPTION:

BEING A PORTION OF LOT K OF SUBDIVISION 7019, AS SHOWN ON THE MAP RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINBEFORE DESCRIBED POINT 'C';

COURSE 1) THENCE S78°59'51"W, A DISTANCE OF 5.56 FEET TO THE HEREINAFORE MENTIONED POINT 'D';

COURSE 2) THENCE CONTINUING S78°59'51"W, A DISTANCE OF 4.18 FEET;

COURSE 3) THENCE N11°00'09"W, A DISTANCE OF 8.00 FEET;

COURSE 4) THENCE N78°59'51"E, A DISTANCE OF 10.33 FEET;

COURSE 5) THENCE S11°00'09"E, A DISTANCE OF 8.00 FEET;

COURSE 6) THENCE S78°59'51"W, A DISTANCE OF 0.59 FEET;

CONTAINING 83 SQUARE FEET (0.002 ACRES), MORE OR LESS.

TOGETHER WITH THE EQUIPMENT LEASE AREA CONTAINING 350 SQUARE FEET MORE OR LESS.



EXHIBIT "A-2"

PROPOSED UTILITY EASEMENT 2 LEGAL DESCRIPTION:

BEING A 2.00 FOOT WIDE STRIP UNDER, ACROSS, AND THROUGH A PORTION OF LOT K OF SUBDIVISION 7019, AS SHOWN ON THE MAP RECORDED NOVEMBER 29, 1989 IN BOOK 340 OF MAPS, PAGE 003, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA, LYING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT HEREINBEFORE DESCRIBED POINT 'D';

COURSE 1) THENCE S 11°41'12" E, A DISTANCE OF 81.63 TO THE EAST RIGHT-OF-WAY LINE OF BANBURY WAY AND TO THE TERMINUS OF THIS DESCRIPTION.

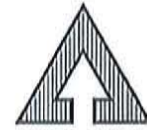


P.O.C. -
NORTHEASTERLY MOST
CORNER OF LOT 106

LOT 106
SUBDIVISION 7019 SHELBORE
BOOK 340 OF MAPS, PAGE 3
CONTRA COSTA COUNTY RECORDS
APN: 052-333-002-5
EAST LINE OF LOT 106

P.O.B. - PROPOSED EQUIPMENT
LEASE AREA (267 S.F.)

APN: 052-333-020-7
OWNER(S): CITY OF ANTIOCH
DEED REF.: DOC. NO. 92-155154 O.R.



0' 10' 20' 40'
SCALE: 1" = 20'

POINT 'B'
2' WIDE PROPOSED
UTILITY EASEMENT
POINT 'A'

LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	16.00	N76°06'40"E	L9	12.39	N13°51'07"W
L2	11.85	S13°52'53"E	L10	3.45	N76°06'38"E
L3	5.48	S13°54'21"E	L11	5.56	S78°59'51"W
L4	13.42	S76°05'06"W	L12	4.18	S78°59'51"W
L5	2.01	N13°50'26"W	L13	8.00	N11°00'09"W
L6	0.58	S76°06'40"W	L14	10.33	N78°59'51"E
L7	2.94	N13°47'32"W	L15	8.00	S11°00'09"E
L8	2.01	S76°12'28"W	L16	0.59	S78°59'51"W

BASIS OF BEARINGS:

THE BEARING OF NORTH 18°01'49" WEST FOR THE MONUMENT
TO MONUMENT LINE TO BANBURY WAY AS SHOWN ON THE
SUBDIVISION MAP TITLED SUBDIVISION 7019 SHELBORE,
RECORDED NOVEMBER 29, 1989, IN BOOK 340 OF MAPS,
AT PAGE 4, CONTRA COSTA COUNTY RECORDS,
STATE OF CALIFORNIA, WAS USED AS THE BASIS OF
BEARING FOR THIS MAP.

[BASIS OF BEARINGS]
N18°01'49"W
BANBURY
WAY
MONUMENT TO
MONUMENT
LINE

POINT 'C'
POINT 'D'
EAST
RIGHT-OF-WAY
LINE
N60°15'40"W 3.13'
S11°47'12"E 81.63'

LOT 'K'
SUBDIVISION 7019 SHELBORE
BOOK 340 OF MAPS, PAGE 3
CONTRA COSTA COUNTY RECORDS

"EXHIBIT A-4"

PLAT TO ACCOMPANY DESCRIPTION FOR:

EASEMENT PLAT

IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA
PORTION OF SECTION 29, T.2N., R.2E., M.D.M.,
CONTRA COSTA COUNTY, CA.

DRAWN BY: C.JIANNINE DATE: 07/05/23 JOB NO.: 56-1459

SMITHCO
SURVEYING ENGINEERING.

P.O. BOX 81626
BAKERSFIELD, CA 93380
PHONE: (661) 393-1217
FAX: (661) 393-1218



01/29/2024

Site Number: SFSO00889B
Market: San Francisco

EXHIBIT "C"

LESSEE'S COMMUNICATION FACILITY

Construction drawings dated 01/24/2024, rev. 11, appear behind this cover (28 additional pages).

$12H_2O + 3H_2O_2 + 3H_2SO_4 \rightarrow 3H_2S + 3H_2O + 3H_2SO_4$
 $3H_2O_2 + 3H_2SO_4 \rightarrow 3H_2O + 3H_2SO_4$

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY OF ANY PARCEL OF LAND, NOR DOES IT IMPLY OR STATE THAT A BOUNDARY SURVEY WAS PERFORMED. THIS IS A MECHANIZED REPRODUCTION OF A PHOTOGRAPH AND EVIDENCE BEING A GRAPHIC REPRODUCTION OF INFORMATION OBTAINED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE INFORMATION. PROPERTY LINES AND LOTS OF THIS MAP WERE NEITHER INVESTIGATED NOR SURVEYED AND WILL BE CONSIDERED APPROXIMATE ONLY. NO PROPERTY OWNERS WERE NOTIFIED.

THE EASEMENTS (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN PLOTTED BASED SOLELY ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT BY STATE TITLE INSURANCE COMPANY, BIRMINGHAM, AL, DATED 03/26/03, WHICH SAYS THE PERGAT HERE ARE 03/26 (XX) EXCEPTIONS LISTED, 03/26 (XX) OF WHICH ARE EASEMENTS AND 03/26 (XX) OF WHICH CAN NOT BE PLOTTED.

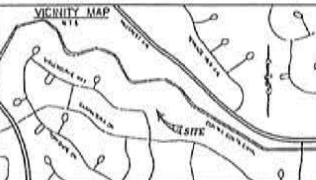
THE UNDERGROUND UTILITIES (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN LOCATED BY FIELD SURVEILLANCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITY DITCHES COMPOSE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATIONS INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

THE FEDERAL ENVIRONMENTAL MANAGEMENT AGENCY (FEMA) RATE MAP FOR COMMUNITY NO. 000000, PANEL NO. 0000, DATED JUNE 18, 1984 SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN FIRM X, AREAS ARE DETERMINED TO BE OUTSIDE THE 100 ANNUAL CHANCE FLOODPLAIN.

THE ELEVATION AND LOCATION AT THE LOCATION AS SHOWN WAS DETERMINED BY GPS.

Lat. 37° 31' (171° H. Mid. 43
Long. 121° 44' (111° H. Mid. 43
Elev. 3581' (110' H. (115' of (111° H.))

The following three items relate to interest on long-term debt in FFA year 2003/04 for each security (a 20% horizontal and a 2% vertical). The horizontal return (compensated) we represent as day-on, monthly and season, is the return horizontally if interest rate were given (right) we represent in that and decrease itself and we subtracted in the return of 0.1%.



dish wireless

PERKINS TOP
CORE
UNIVERSITY GRADUATES



SMITHCO
SURVIVING INTERNIC

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 06/14/2017 BY 60322 UCBAW/STP



REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	ISSUE FOR BIDDING	JL	06/08/01
2	REVISION	JL	06/13/01
3	PLAN	JL	07/09/01
4	PLAN REVISION	JL	12/05/01
5	PLAN REVISION	JL	12/08/01
6	REVISION	JL	01/21/02

[illegible]

전국농민회총연맹	23
한국농민회총연합회	24
한국농민회총연합회	24/28/33
한국농민회총연합회	24/28/33

TABLE 1

SFSFO00869D
BAIBURY

WAY

SITE ADDRESS

5772 DANFORTH WAY
ANN ARBOR, MI 48106

ARTICER, CA 94501
CONTRA COSTA COUNTY

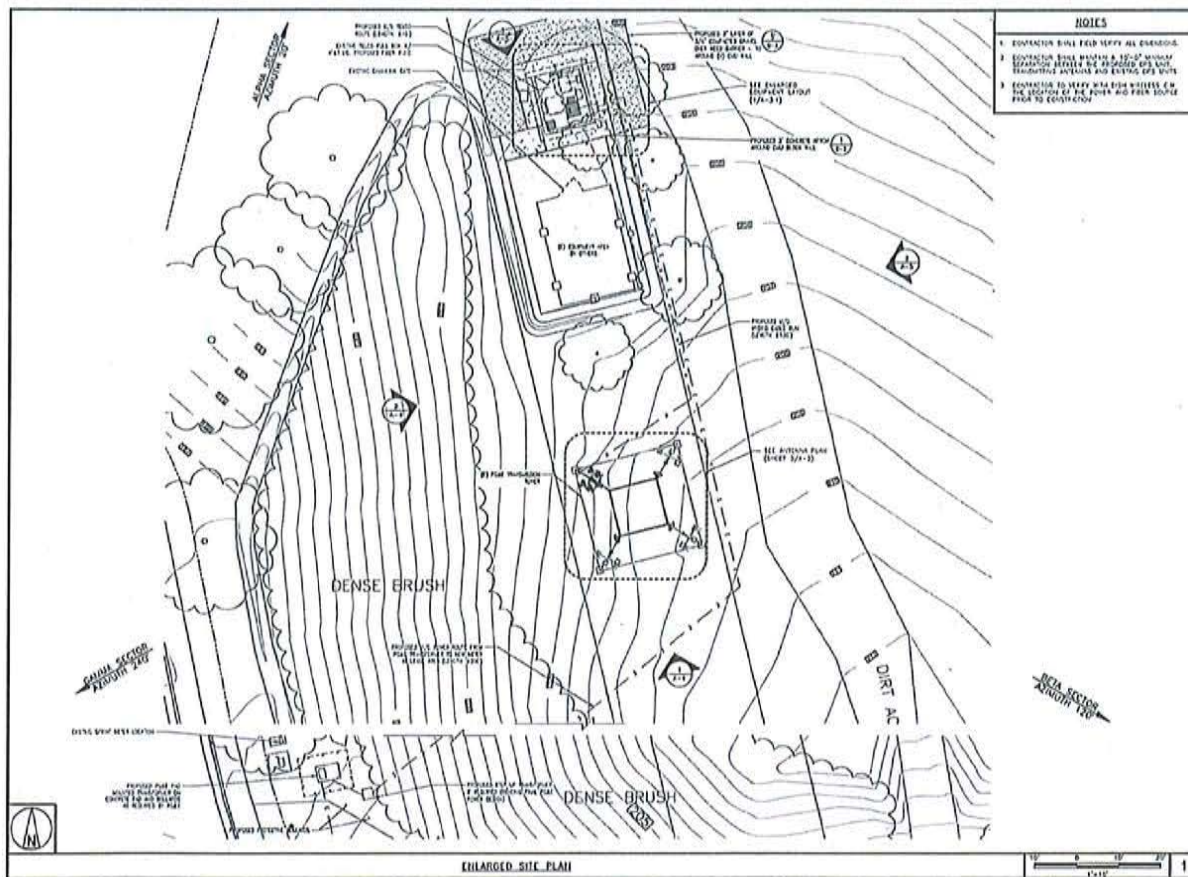
SHEET TITLE

SITE SURVEY

FOR STUDENT USE ONLY

C-1

1994



dish
WIRELESS

3972 BAHUBURY WAY
ANTIOCH, CA 94531

BUTLER
America Telecom

10000 BAHUBURY WAY, SUITE 200
ANTIOCH, CA 94531

CDG
CALIFORNIA DEVELOPMENT GROUP

1000 BAHUBURY WAY, SUITE 200
ANTIOCH, CA 94531



THIS PROJECT IS A
SUBJECT OF THE
CITY OF ANTIOCH

IT IS A CONDITION OF ANY PERMIT, LICENSE, OR OTHER AUTHORITY, THAT THE APPLICANT SHALL COMPLY WITH THE PROVISIONS OF THE CITY OF ANTIOCH.

DESIGNED BY: CHECKED BY: APPROVED BY:

JPC JPC JPC

DATE REV BY DATE 02/14/2023

CONSTRUCTION DOCUMENTS

REVISIONS

NO.	DATE	DESCRIPTION
1	02/14/2023	REVISION FOR DISH WIRELESS
2	02/14/2023	REVISION FOR DISH WIRELESS
3	02/14/2023	REVISION FOR DISH WIRELESS
4	02/14/2023	REVISION FOR DISH WIRELESS
5	02/14/2023	REVISION FOR DISH WIRELESS
6	02/14/2023	REVISION FOR DISH WIRELESS
7	02/14/2023	REVISION FOR DISH WIRELESS
8	02/14/2023	REVISION FOR DISH WIRELESS
9	02/14/2023	REVISION FOR DISH WIRELESS
10	02/14/2023	REVISION FOR DISH WIRELESS

DISH WIRELESS PROJECT NUMBER

SF5F0000890

3972 BAHUBURY WAY

ANTIOCH, CA 94531

LATTICE TOWER

SHEET NO.

ENLARGED SITE

PLAN

SHEET NUMBER

A-2

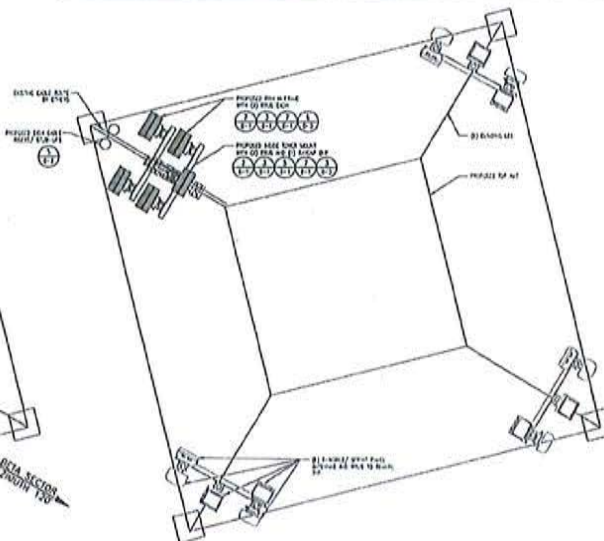
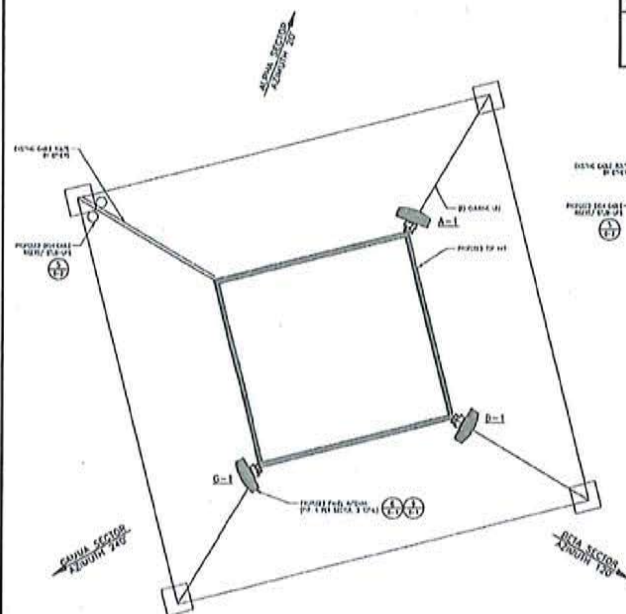
NOTES

1. CONTRACTOR SHALL FILL VENT ALL DIMENSIONS
2. ANTENNA AND W/ ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION PLAN FOR ALL DETAILS

SECTION	POSITION	EXISTING OR PROPOSED	ANTENNA				RADIO			
			SIZE (WxH)	ANTENNA	R/D LEVEL	TRANSMISSION POWER (W)	POSITION	EXISTING OR PROPOSED	SIZE (WxH)	TRANSMISSION POWER (W)
ALPHA	A1	PROPOSED	10W RESISTIVE-0 28"X18"X1.5"	30	115'-4"	01 ROAD (140' 10-0)	A1	PROPOSED	10W RESISTIVE-0 28"X18"X1.5"	30
BETA	B1	PROPOSED	10W RESISTIVE-0 28"X18"X1.5"	110	115'-4"	01 ROAD (140' 10-0)	B1	PROPOSED	10W RESISTIVE-0 28"X18"X1.5"	110
GAMMA	C1	PROPOSED	10W RESISTIVE-0 28"X18"X1.5"	240	115'-4"	01 ROAD (140' 10-0)	C1	PROPOSED	10W RESISTIVE-0 28"X18"X1.5"	240

NOTES

1. CONTRACTOR IS FREE TO FILL CONSTRUCTION FOR ALL DETAILS
2. ANTENNA OR R/D LEVELS MAY CHANGE DUE TO EQUIPMENT DIMENSIONS. ALL EQUIPMENT DIMENSIONS MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURE ANALYSIS.



ANTENNA LAYOUT AT NEW TOP HAT

ANTENNA LAYOUT AT EXISTING ANTENNA LEVEL BELOW

ANTENNA LAYOUT AND ANTENNA SCHEDULE

NO SCALE 1

dish
WIRELESS

3701 SOUTH SANTA FE AVE
SUNSET VALLEY, CA 94134

BUTLER
America Telecom

CDG
CONSTRUCTION DOCUMENTS



AS A MEMBER OF THE DISH NETWORK, I AGREE TO BE BOUND BY THE DISH NETWORK'S TERMS AND CONDITIONS OF SERVICE.

DESIGN BY: CHECKED BY: APPROVED BY:
JFC JFC ES

THIS REV IS DATED 03/21/2013

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	03/21/2013	REVISED FOR PERIOD
2	03/21/2013	REVISED FOR PERIOD
3	03/21/2013	REVISED FOR PERIOD
4	03/21/2013	REVISED FOR PERIOD
5	03/21/2013	REVISED FOR PERIOD

(DISH) PROJECT NUMBER

SF5F000889D

DISH WIRELESS PROJECT NUMBER

SF5F000889D

3972 BAHNBURY WAY

ANTIOCH, CA 94531

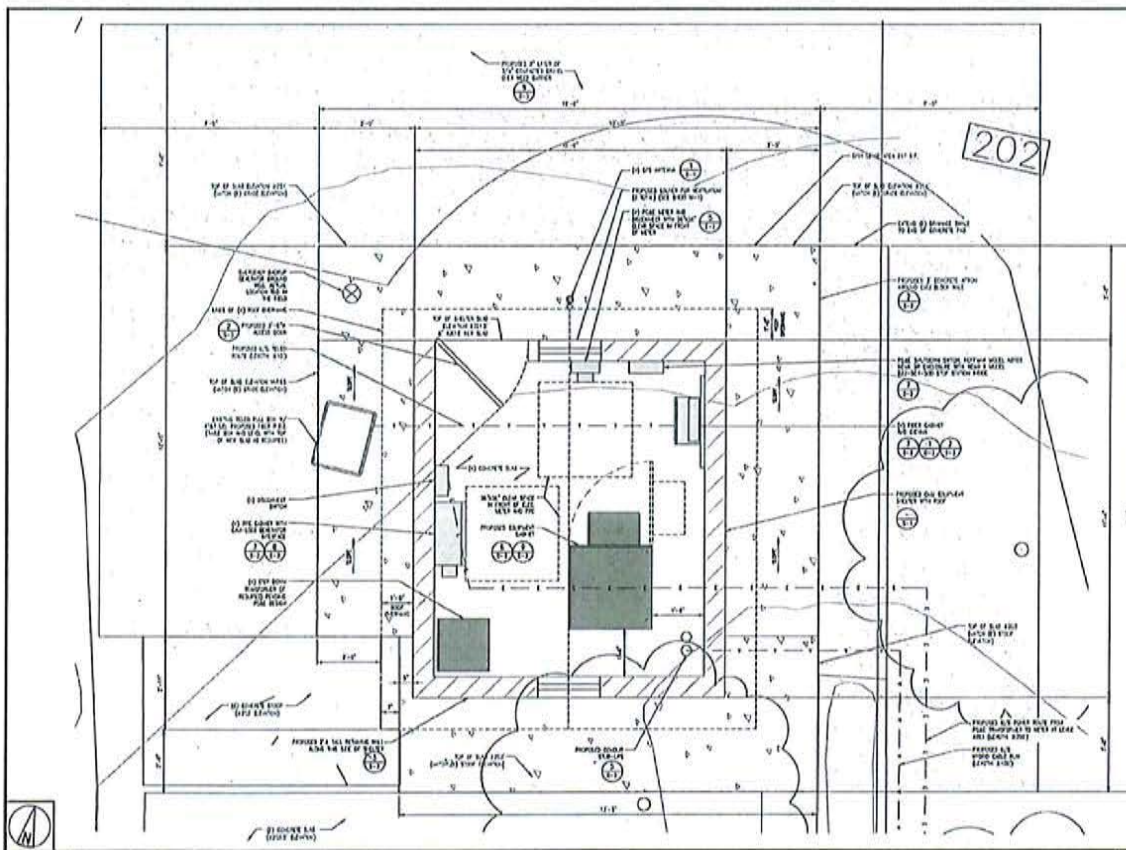
LATITUDE TOWER

SHEET TITLE

ANTENNA LAYOUT AND SCHEDULE

SHEET NUMBER

A-3



dish
WIRELESS

3972 BANBURY WAY
ANN ARBOR, MI 48106

BUTLER
America Telecom

1000 B. BANCROFT AVENUE, SUITE 200
ANN ARBOR, MI 48106

CDG

1000 B. BANCROFT AVENUE, SUITE 200
ANN ARBOR, MI 48106



THIS IS A WORKING DRAWING FOR THE PROJECT.
IT IS NOT TO BE USED FOR CONSTRUCTION.
IT IS THE PROPERTY OF DISH WIRELESS.

DESIGNED BY: JFC
CHECKED BY: JFC
APPROVED BY: EC

DATE: 05/11/2005

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	05/11/2005	REVISED FOR 1000 B
2	05/11/2005	REVISED FOR 1000 B
3	05/11/2005	REVISED FOR 1000 B
4	05/11/2005	REVISED FOR 1000 B
5	05/11/2005	REVISED FOR 1000 B
6	05/11/2005	REVISED FOR 1000 B
7	05/11/2005	REVISED FOR 1000 B
8	05/11/2005	REVISED FOR 1000 B
9	05/11/2005	REVISED FOR 1000 B
10	05/11/2005	REVISED FOR 1000 B
11	05/11/2005	REVISED FOR 1000 B

DISH WIRELESS PROJECT NUMBER: 5151000000

DISH WIRELESS PROJECT NUMBER: 5151000000

3972 BANBURY WAY

ANN ARBOR, MI 48106

LATITUDE TOWER

EQUIPMENT LAYOUT

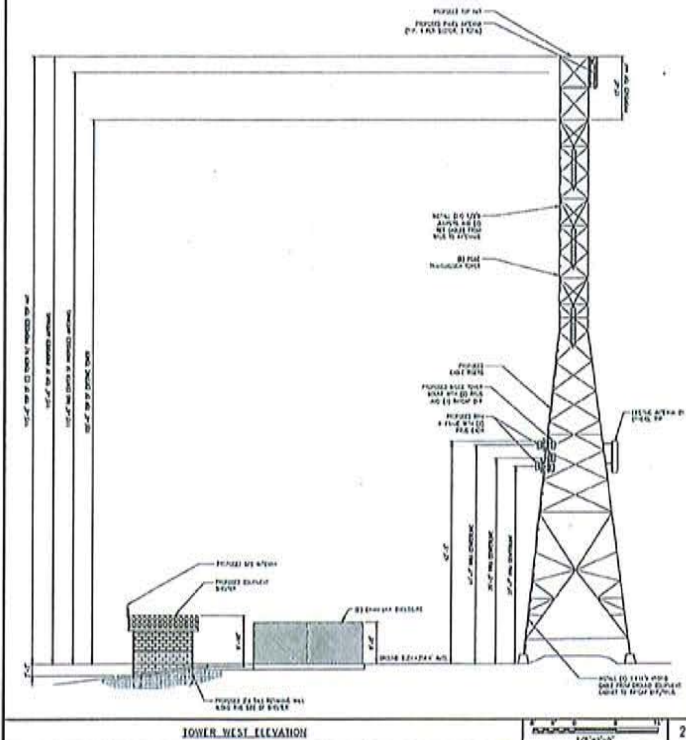
SHEET NUMBER

A-3.1

NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

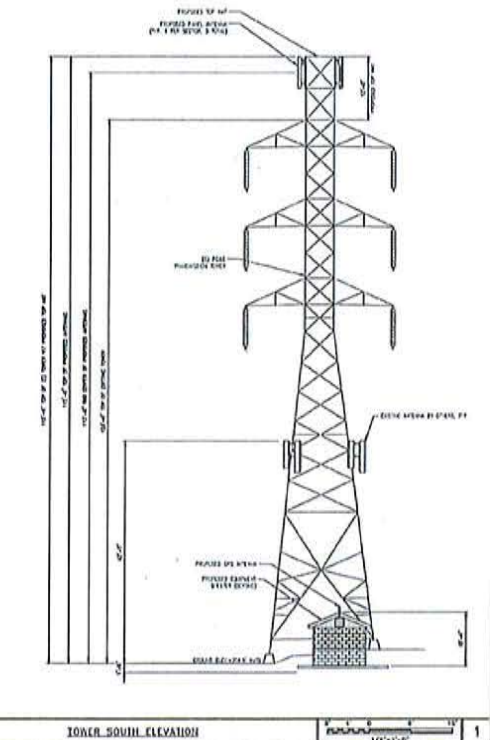
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM CLEARANCE BETWEEN THE PROPOSED AND EXISTING TRANSMISSION TOWERS AND EXISTING GAS LINES.



NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM CLEARANCE BETWEEN THE PROPOSED AND EXISTING TRANSMISSION TOWERS AND EXISTING GAS LINES.



3701 SOUTH SANTA FE DRIVE
DALLAS, TX 75210

10000 BAYVIEW BLVD, SUITE 100
DALLAS, TX 75243

CONSTRUCTION DOCUMENTS GROUP

STATE OF TEXAS
PROFESSIONAL ENGINEER
NO. 12345
EXPIRATION DATE 12/31/2012

IT IS A WARNING OF THE BUYER THAT THE DESIGN OF A STRUCTURE, INCLUDING THE DESIGN OF A STRUCTURE, SHALL BE THE RESPONSIBILITY OF THE DESIGNER.

DATE	DESCRIPTION	BY	CHECKED BY	APPROVED BY
03/11/2013	DESIGN	JPC	JPC	JPC

REVISIONS: SEE SHEET 03/11/2013

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	03/11/2013	DESIGN
2	03/11/2013	DESIGN
3	03/11/2013	DESIGN
4	03/11/2013	DESIGN
5	03/11/2013	DESIGN
6	03/11/2013	DESIGN
7	03/11/2013	DESIGN
8	03/11/2013	DESIGN
9	03/11/2013	DESIGN
10	03/11/2013	DESIGN

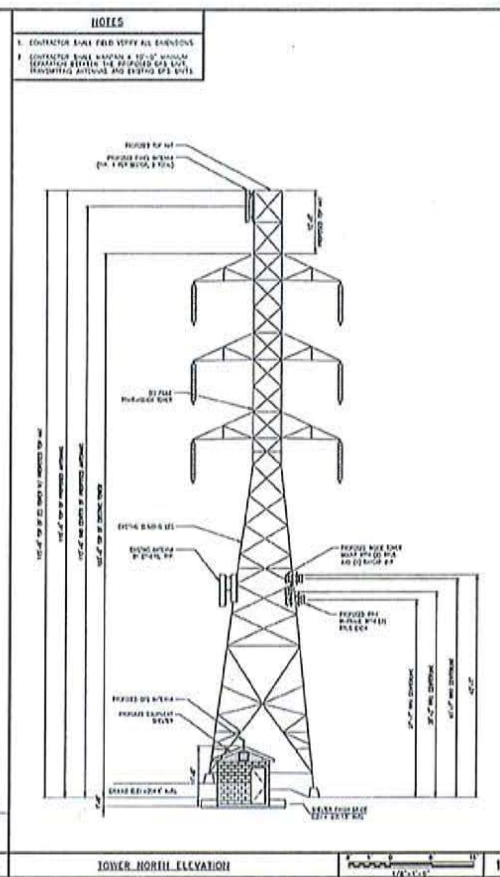
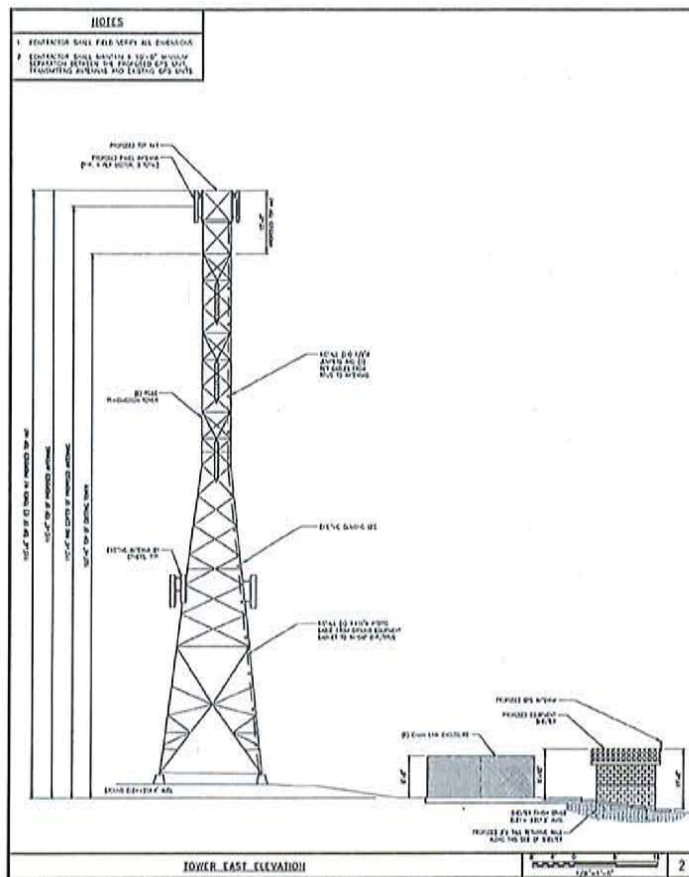
(SHEET) PROJECT NUMBER: SFS0000899

DISH WIRELESS PROJECT NUMBER: SFS0000899

3922 BAHADURY WAY
ATLANTA, GA 30351
LATTICE TOWER

SHEET NO. 1
ELEVATIONS

SHEET NUMBER
A-4





3701 BOYLE AVENUE, SUITE 100
DENVER, CO 80202



1991 & QUALITY AWARD WINNER
TELEPHONE, FEB 1992



FOR YOUR BEST
SERVICE, CALL US TODAY
800-441-1234



1991 BEST SERVICE AWARD

IF IN A HURRY, WE CAN GET YOU THE
SHEET YOU WANT, TODAY!

SHEET NO.	CACHED BY	APPROVED BY
4740	4740	4740

FILES FOR 24 HOURS (24/7/2003)

CONSTRUCTION DOCUMENTS

SCHEDULES

REV	DATE	DESCRIPTION
1	02/01/2003	BASE FOR 10K 10K
2	02/01/2003	BASE FOR 10K 10K
3	02/01/2003	BASE FOR 10K 10K
4	02/01/2003	BASE FOR 10K 10K
5	02/01/2003	BASE FOR 10K 10K
6	02/01/2003	BASE FOR 10K 10K
7	02/01/2003	BASE FOR 10K 10K
8	02/01/2003	BASE FOR 10K 10K
9	02/01/2003	BASE FOR 10K 10K
10	02/01/2003	BASE FOR 10K 10K
11	02/01/2003	BASE FOR 10K 10K
12	02/01/2003	BASE FOR 10K 10K

DISPATCH PROJECT NUMBER

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00000000000000000000

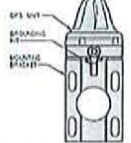
3923 RAILROAD WAY
AIRCRAFT, CA 94531
LATICRETE TOWER

SHEET 10
ELEVATIONS

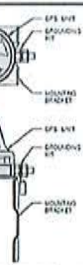
SHEET NUMBER

A-5

ROSENBERGER GPS0101A55-36-N-S	
EXTENSION (IN x IN)	18.00 x 18.00
REAR BOLT (DIA x L)	1/8 x 1/2
CONDUCTOR	1/8-16UNC
FREQUENCY RANGE	1575 MHz - 1581 MHz



GPS ANTENNA DETAIL

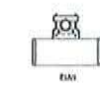


GPS ANTENNA DETAIL

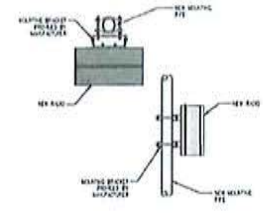
SAMSUNG TRI BAND RU RF44501-71A	
EXTENSION (IN x IN)	18.00 x 18.00
REAR BOLT (DIA x L)	1/8 x 1/2
CONDUCTOR	1/8-16UNC
FREQUENCY RANGE	1575 MHz - 1581 MHz



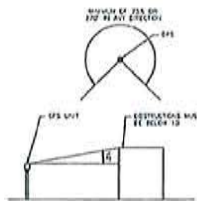
REMOTE RADIO HEAD DETAIL



REMOTE RADIO HEAD DETAIL

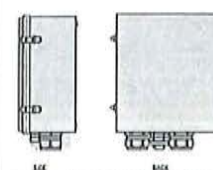


BRU MOUNT DETAIL



GPS MINIMUM SKY VIEW REQUIREMENTS

RAYCAP R010C-9181-PF-48 SURGE PROTECTION DEVICE	
EXTENSION (IN x IN)	18.00 x 18.00
REAR BOLT (DIA x L)	1/8 x 1/2
CONDUCTOR	1/8-16UNC
FREQUENCY RANGE	1575 MHz - 1581 MHz



SURGE PROTECTION DEVICE DETAIL



SURGE PROTECTION DEVICE DETAIL

KMW KC054L8H0-D	
EXTENSION (IN x IN)	18.00 x 18.00
REAR BOLT (DIA x L)	1/8 x 1/2
CONDUCTOR	1/8-16UNC
FREQUENCY RANGE	1575 MHz - 1581 MHz



ANTENNA DETAIL

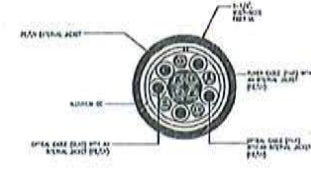
SAMSUNG DUAL BAND RU RF44516-70A	
EXTENSION (IN x IN)	18.00 x 18.00
REAR BOLT (DIA x L)	1/8 x 1/2
CONDUCTOR	1/8-16UNC
FREQUENCY RANGE	1575 MHz - 1581 MHz



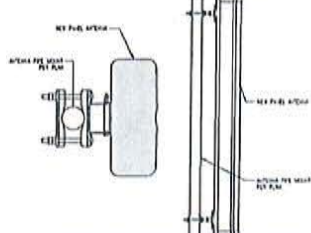
REMOTE RADIO HEAD DETAIL



REMOTE RADIO HEAD DETAIL



HYBRID CABLE DETAIL (FOR REFERENCE)



ANTENNA MOUNTING DETAIL

dish
WIRELESS

BUTLER
America Telecom

CDG

CONSTRUCTION DOCUMENTS

DATE: 03/11/2003

DESIGNED BY: JFC

CHECKED BY: JFC

DATE: 03/11/2003

PROJECT NUMBER: 5150000890

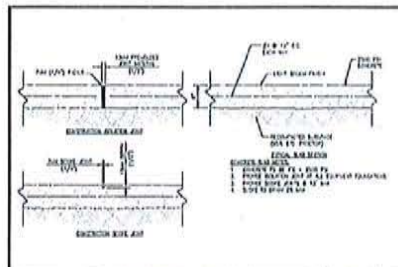
PROJECT NAME: DISH WIRELESS PROJECT NUMBER 5150000890

3972 SANDHURST WAY

ANTIOCH, CA 94531

LATITUDE TOWER

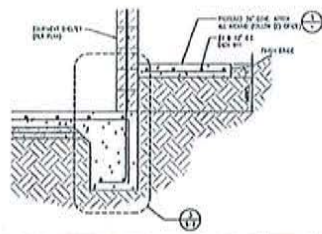
SHEET NUMBER: D-1



CONC. SLAB DETAIL

NO SCALE

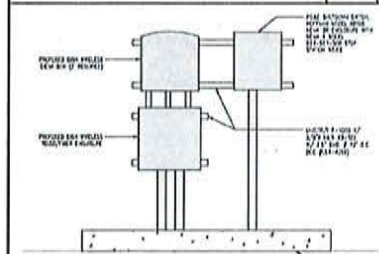
1



CONC. APRON DETAIL

NO SCALE

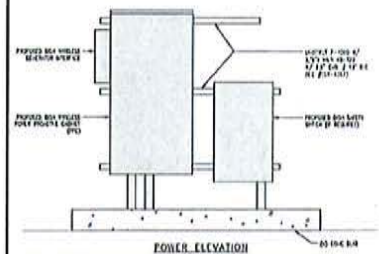
2



TELCO ELEVATION

NO SCALE

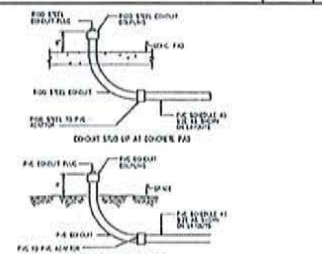
3



POWER ELEVATION

NO SCALE

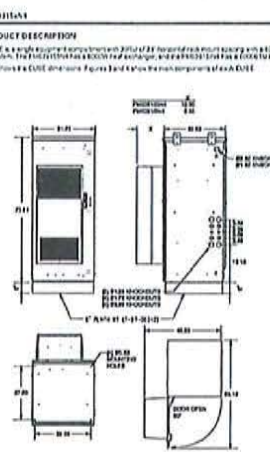
4



CONDUIT STUD-UPS

NO SCALE

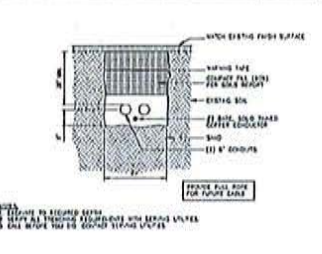
5



CABINET DETAIL W/ PLUMB KIT

NO SCALE

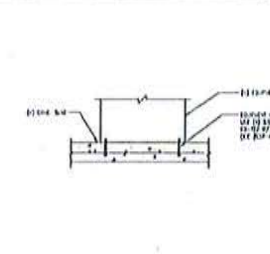
6



CABLE TRENCH DETAIL

NO SCALE

7



CABINET MOUNT DETAIL

NO SCALE

8

EXPLANATION

3. PRODUCT DESCRIPTION

This product is a single cabinet system with 20 slots for 19" EIA equipment. It is designed to be used in a 48" x 48" x 48" space. The product is designed to be used in a 48" x 48" x 48" space. The product is designed to be used in a 48" x 48" x 48" space.

Figure 1 shows the cabinet dimensions. Figure 2 shows the cabinet components. Figure 3 shows the cabinet components.

dish
WIRELESS
3701 SOUTH SANTA FE DRIVE
DALLAS, TX 75246

BUTLER
America Telecom
10000 DALLAS AVENUE, SUITE 200
DALLAS, TX 75243

CDG
10000 DALLAS AVENUE, SUITE 200
DALLAS, TX 75243



THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

DATE BY CHECKED BY APPROVED BY
JFC JFC EC

REVISION BY DATE 06/11/2013

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	06/11/2013	REVISION FOR 10000
2	06/11/2013	REVISION FOR 10000
3	06/11/2013	REVISION FOR 10000
4	06/11/2013	REVISION FOR 10000
5	06/11/2013	REVISION FOR 10000
6	06/11/2013	REVISION FOR 10000
7	06/11/2013	REVISION FOR 10000
8	06/11/2013	REVISION FOR 10000

(REVISED) PROJECT NUMBER

315700000000

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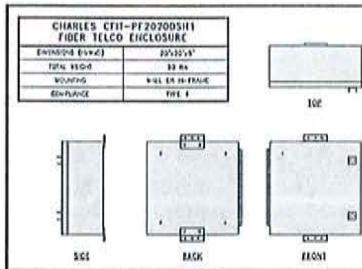
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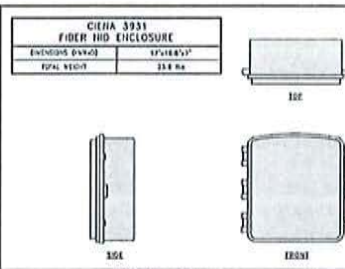
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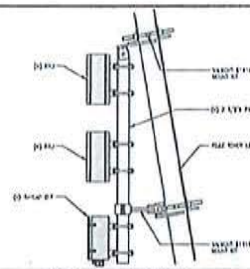
FIBER ENCLOSURE DETAIL

NO SCALE 1



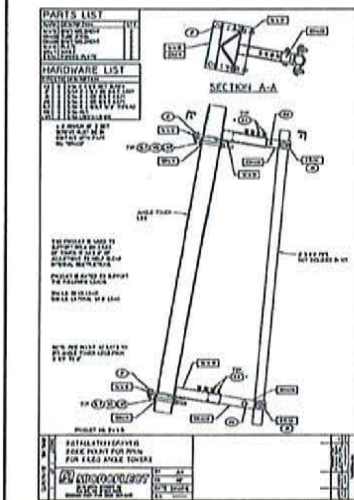
FIBER IHD DETAIL

NO SCALE 2



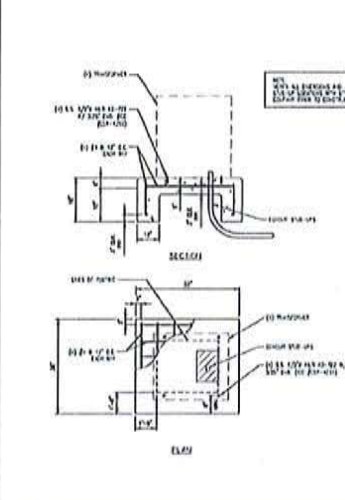
PG&C TOWER INSIDE-MOUNT

NO SCALE 3



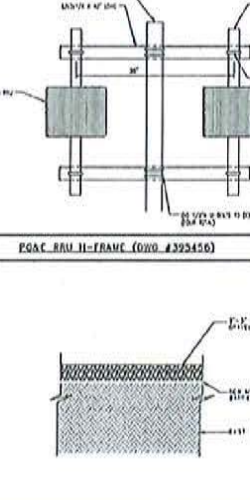
VALMOUNT 0141415

NO SCALE 7



TRANSFORMER CONCRETE SLAB

NO SCALE 8



PG&C TOWER INSIDE-MOUNT

NO SCALE 6

VALMOUNT 0141415

NO SCALE 7

TRANSFORMER CONCRETE SLAB

NO SCALE 8

GRAVEL GROUND COVER

NO SCALE 9

dish WIRELESS

3922 BAHURAY WAY
ANTIOCH, CA 94531

BUTLER
America Telecom

3922 BAHURAY WAY
ANTIOCH, CA 94531

CDG

3922 BAHURAY WAY
ANTIOCH, CA 94531

CONSTRUCTION DOCUMENTS

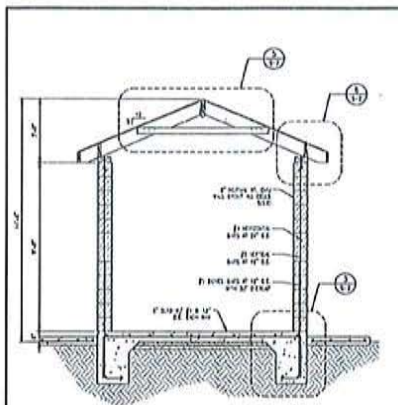
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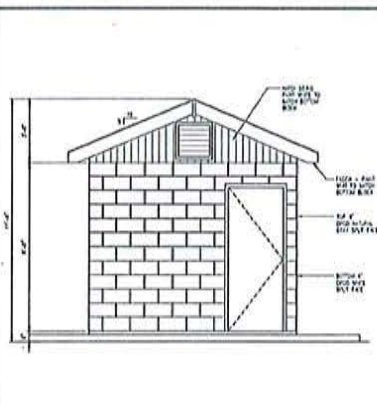
DISH WIRELESS PROJECT NUMBER
3922 BAHURAY WAY
ANTIOCH, CA 94531
LATTICE TOWER

SHEET TITLE
DETAILS

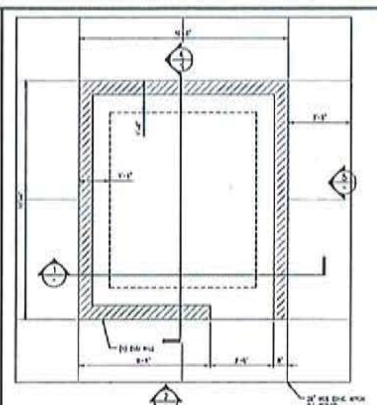
SHEET NUMBER
D-3



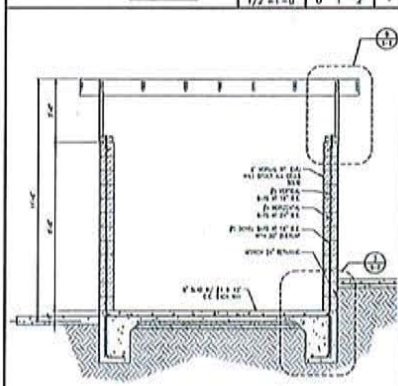
END SECTION SCALE: 1/2" = 1'-0" 0 1 2 1



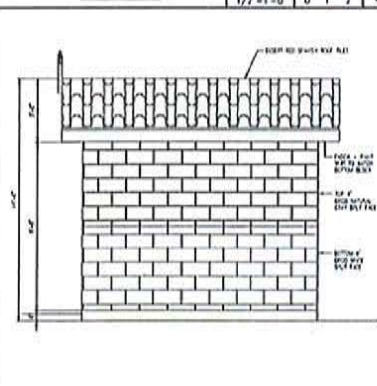
END ELEVATION SCALE: 1/2" = 1'-0" 0 1 2 2



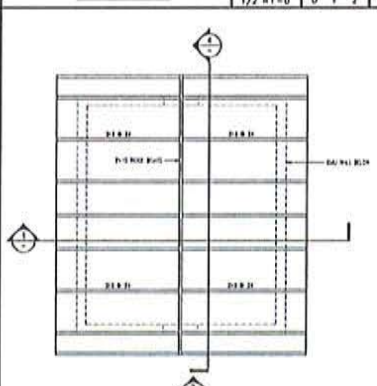
FOUNDATION PLAN SCALE: 1/2" = 1'-0" 0 1 2 3



SIDE SECTION SCALE: 1/2" = 1'-0" 0 1 2 4



SIDE ELEVATION SCALE: 1/2" = 1'-0" 0 1 2 5



ROOF FRAMING PLAN SCALE: 1/2" = 1'-0" 0 1 2 6

dish
WIRELESS
3701 SOUTH SAN ANTONIO AVENUE
ANTIOCH, CA 94531

BUTLER
America Telecom
10000 SOUTHWEST AVENUE, SUITE 200
FREMONT, CA 94538

CDG
CITY OF DALLAS
1000 MAIN STREET, SUITE 200
DALLAS, TX 75202



THIS IS A PORTION OF A SET OF PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION
OF A LATTICE TOWER. THE USER
IS TO REFER TO THE ENTIRE SET.

DESIGNED BY: JPC
CHECKED BY: JPC
APPROVED BY: DC

FILES REV #1 DATED 03/31/2023

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	03/31/2023	ISSUED FOR PERMIT
2	03/31/2023	ISSUED FOR PERMIT
3	03/31/2023	ISSUED FOR PERMIT
4	03/31/2023	ISSUED FOR PERMIT
5	03/31/2023	ISSUED FOR PERMIT
6	03/31/2023	ISSUED FOR PERMIT
7	03/31/2023	ISSUED FOR PERMIT
8	03/31/2023	ISSUED FOR PERMIT
9	03/31/2023	ISSUED FOR PERMIT
10	03/31/2023	ISSUED FOR PERMIT

(REVISION) PROJECT NUMBER

SF5FOOD0890

DISH WIRELESS PROJECT NUMBER

SF5FOOD0890

3972 BANBURY WAY

ANTIOCH, CA 94531

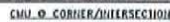
LATTICE TOWER

FOUNDATION / ROOF

PLAN & ELEVATIONS

SHEET NUMBER

S-1



TYPE BAR LAP SPICE

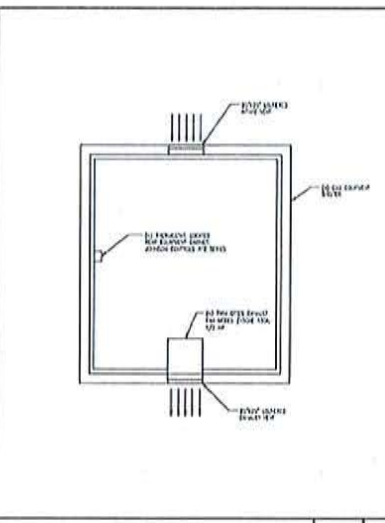
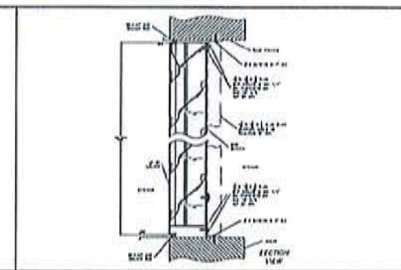


S-2

 <p>3500 RICHMOND ROAD SE. #412 COLUMBIA, MD 21033</p>	
 <p>3500 RICHMOND ROAD SE. #412 COLUMBIA, MD 21033</p>	
 <p>CDG 3500 RICHMOND ROAD SE. #412 COLUMBIA, MD 21033</p>	
 <p>OFFICE OF THE CITY CLERK</p>	
<p>IN WITNESS WHEREOF, I HAVE HEREunto set my hand and the seal of the City of Columbia, Maryland, this 15th day of May, 2013.</p>	
<p>EXPENSES INCURRED BY OFFICER BY</p> <p>RECEIVED BY DATE DATED BY OFFICE BY</p>	
<p>CONSTRUCTION DOCUMENTS</p>	
REV	DATE DESCRIPTION
1	06/14/2012 AS-BUILT FOR TOWN 20
2	06/14/2012 AS-BUILT FOR TOWN 20
3	06/14/2012 AS-BUILT FOR TOWN 20
4	06/14/2012 AS-BUILT FOR TOWN 20
5	06/14/2012 AS-BUILT FOR TOWN 20
6	06/14/2012 AS-BUILT FOR TOWN 20
<p>(ENGINEER) PROJECT NUMBER</p> <p>353500008890</p>	
<p>3500 RICHMOND ROAD SE. #412 COLUMBIA, MD 21033</p>	
<p>3972 HAINBURY WAY ANTHIOCH, CA 94531 LATITE - TOWER</p>	
<p>OWNER TITLE & NOTES</p>	
<p>SHEET NUMBER</p>	
<p>S-3</p>	

MECHANICAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND THE CALIFORNIA MECHANICAL CODE.



5300 SANDHURST BLVD. SUITE 100
SAN FRANCISCO, CA 94133

5300 SANDHURST BLVD. SUITE 100
SAN FRANCISCO, CA 94133

5300 SANDHURST BLVD. SUITE 100
SAN FRANCISCO, CA 94133

5300 SANDHURST BLVD. SUITE 100
SAN FRANCISCO, CA 94133

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DESIGNED BY: JDC CHECKED BY: JDC APPROVED BY: JDC

FILES REF: 01-0410 03/14/2003

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
1	03/14/03	ISSUED FOR PERMITS
2	03/14/03	ISSUED FOR PERMITS
3	03/14/03	ISSUED FOR PERMITS
4	03/14/03	ISSUED FOR PERMITS
5	03/14/03	ISSUED FOR PERMITS
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8	03/14/03	ISSUED FOR PERMITS
9	03/14/03	ISSUED FOR PERMITS
10	03/14/03	ISSUED FOR PERMITS

DISH WIRELESS PROJECT NUMBER: SFSTG00000000

5300 SANDHURST BLVD. SUITE 100
SAN FRANCISCO, CA 94133

3972 BANCURY WAY
ALHAMBRA, CA 94531

LATTICE TOWER

SHEET TITLE: MECHANICAL PLAN NOTES & DETAILS

SHEET NUMBER: M-1

MECHANICAL NOTES

NO SCALE 1

LOUVER DETAIL

NO SCALE 2

MECHANICAL NOTES

NO SCALE 1

LOUVER DETAIL

NO SCALE 2


MECHANICAL NOTES

NO SCALE 1

LOUVER DETAIL

NO SCALE 2

ELECTRONICALLY COMMUTATED MOTOR



GRIDSMART

TCF
Tower Cooling Fan

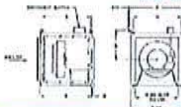
THIN BLADE FAN - CARTRIDGE BASE

PERFORMANCE DATA

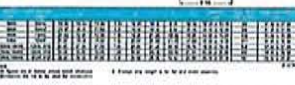
60 Hz - 60 Hz

Model	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
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DIMENSIONAL DATA



Model 60, Direct Drive



Motor Assembly



THIN BLADE FAN - BUTLER BASE

dish
WIRELESS

3702 BAHNBURY WAY
ANTIOCH, CA 94531

BUTLER
America Telecom

10101 GRANDPRAIRIE AVE., SUITE 100
FARMINGTON, AR 72630

CDG

10101 GRANDPRAIRIE AVE., SUITE 100
FARMINGTON, AR 72630



IF A MEMBER OF THE STATE ENGINEERING BOARD HAS REVIEWED THIS DESIGN, THE DESIGNER'S SIGNATURE MUST BE IN THE SPACE PROVIDED.

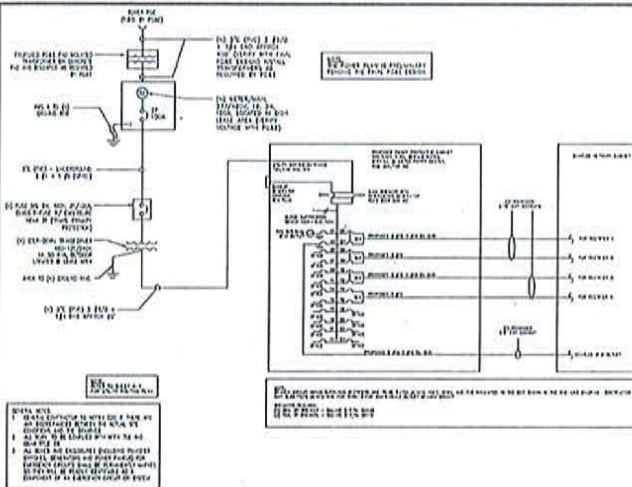
DESIGNED BY: **CDG** CHECKED BY: **CDG** APPROVED BY: **CDG**

DATE REVISED: 05/11/2015

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
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2	05/11/2015	REVISED FOR TOWER 60
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99	05/11/2015	REVISED FOR TOWER 60
100	05/11/2015	REVISED FOR TOWER 60

M-2

[illegible]

82-1241

PROPOSED PANEL SCHEDULE												
RAYCAP PPC CABINET												
200A, 120/240V, 1Ø, 3W, 65KA												
LOAD/INJ	VOLTAGE (PHASE)		TRIP	CRCT #	PHASE	CRCT #	TRIP	VOLTAGE (PHASE)		CRCT #	TRIP	LOAD/INJ
	11	12			1	2	3	11	12			
FFC 6FO	112		13A	1	1	2	3	20A	112/0	112/0		RECTIFIER #1
				2	1	2	3	20A	112/0	112/0		RECTIFIER #2
				3	1	2	3	20A	112/0	112/0		RECTIFIER #3
				4	1	2	3	20A	112/0	112/0		RECTIFIER #4
				5	1	2	3	20A	112/0	112/0		RECTIFIER #5
				6	1	2	3	20A	112/0	112/0		RECTIFIER #6
				7	1	2	3	20A	112/0	112/0		RECTIFIER #7
				8	1	2	3	20A	112/0	112/0		RECTIFIER #8
				9	1	2	3	20A	112/0	112/0		RECTIFIER #9
				10	1	2	3	20A	112/0	112/0		RECTIFIER #10
				11	1	2	3	20A	112/0	112/0		RECTIFIER #11
				12	1	2	3	20A	112/0	112/0		RECTIFIER #12
				13	1	2	3	20A	112/0	112/0		RECTIFIER #13
				14	1	2	3	20A	112/0	112/0		RECTIFIER #14
				15	1	2	3	20A	112/0	112/0		RECTIFIER #15
				16	1	2	3	20A	112/0	112/0		RECTIFIER #16
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				18	1	2	3	20A	112/0	112/0		RECTIFIER #18
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				32	1	2	3	20A	112/0	112/0		RECTIFIER #32
				33	1	2	3	20A	112/0	112/0		RECTIFIER #33
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67 5241	5
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 <p>3001 SOUTH MAIN ST. SUITE 100 MILWAUKEE, WI 53212</p>	
 <p>1001 SOUTH MILWAUKEE ST., SUITE 200 MILWAUKEE, WI 53212</p>	
 <p>1000 SOUTH MILWAUKEE ST. SUITE 200 MILWAUKEE, WI 53212</p>	
 <p>CDG/AMERICA TELECOM</p>	
<p>IT IS A VIOLATION OF THE FCC AND FEDERAL COMMUNICATIONS COMMISSION RULES TO RESELL OR RENT OUT ANY OF THE EQUIPMENT OR SERVICES PROVIDED BY THE FOLLOWING:</p>	
<p>AGENCY: <input type="checkbox"/> CARRIER: <input type="checkbox"/> EC: <input type="checkbox"/></p>	<p>YES/NO YES/NO YES/NO</p>
<p>THIS RES/REN BY DATE: 05/15/2013</p>	
<p>CONSTRUCTION</p>	
<p>SUBMITTALS</p>	
1	DATE: 05/20/2013
2	DESCRIPTION: BLT FOR 1000 X 1000
3	DESCRIPTION: BLT FOR 1000 X 1000
4	DESCRIPTION: BLT FOR 1000 X 1000
5	DESCRIPTION: BLT FOR 1000 X 1000
6	DESCRIPTION: BLT FOR 1000 X 1000
7	DESCRIPTION: BLT FOR 1000 X 1000
8	DESCRIPTION: BLT FOR 1000 X 1000
9	DESCRIPTION: BLT FOR 1000 X 1000
<p>STAFF/COORDINATOR</p>	
<p>STAFF/COORDINATOR</p>	
<p>STAFF/COORDINATOR</p>	
<p>37022 BAIRBURY WAY ANTHONY, CA 94531 LATEX, TOWEL</p>	
<p>SHEET TITLE</p>	
<p>S.I.D., PANEL SCHWELGE & HOTES</p>	
<p>SHEET NUMBER</p>	
<p>E-1</p>	

BE POWER SHALL BE COVERED AT EACH END AND ENDING 100% AND -10% ENDING 100% THE WIRING SHALL BE COVERED AT EACH END AND ENDING 100% AND -10% ENDING 100%

- CONTRACTOR SHALL VERIFY THE BATTERY CHARGING RATE IS SUFFICIENT TO RECHARGE THE BATTERY IN 10 HOURS. THE BATTERY CHARGING RATE IS SUFFICIENT TO RECHARGE THE BATTERY IN 10 HOURS. THE BATTERY CHARGING RATE IS SUFFICIENT TO RECHARGE THE BATTERY IN 10 HOURS.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL CITY AND LOCAL CODES, RULES, AND ORDINANCES. PROVIDE ALL EQUIPMENT AND WIRING WITH THE PROPER LABELS FOR IDENTIFICATION. THE LABELS SHALL BE PLACED IN THE FOLLOWING MANNER:
- LOCATION OF EQUIPMENT, CONDUIT AND CABLE SHALL BE MARKED BY THE CONTRACTOR AND SHALL BE CONSIDERED THE FINAL LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE EQUIPMENT, CONDUIT AND CABLE.
- CONDUIT JOINTS SHALL BE CONSIDERED THE FINAL LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE EQUIPMENT, CONDUIT AND CABLE.
- CONTRACTOR SHALL PROVIDE ALL BATTERIES, CONDUIT AND CABLES AS REQUIRED FOR A COMPLETE SYSTEM.
- CONTRACTOR SHALL PROVIDE ALL BATTERIES AND CABLES AS REQUIRED FOR A COMPLETE SYSTEM.
- CONTRACTOR SHALL PROVIDE ALL BATTERIES AND CABLES AS REQUIRED FOR A COMPLETE SYSTEM.
- ALL BATTERIES AND CABLES SHALL BE PROVIDED WITH SUFFICIENT LENGTH AND WEIGHT TO REACH THE EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE EQUIPMENT, CONDUIT AND CABLE.
- ALL BATTERIES AND CABLES SHALL BE PROVIDED WITH SUFFICIENT LENGTH AND WEIGHT TO REACH THE EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE EQUIPMENT, CONDUIT AND CABLE.
- ALL NEW WIRING SHALL BE A NEW WIRE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE EQUIPMENT, CONDUIT AND CABLE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE EQUIPMENT, CONDUIT AND CABLE.

ELECTRICAL NOTES NO SCALE 1

JOINT TRENCH DETAIL NO SCALE 2

SAFETY SWITCH NO SCALE 4

SQUARE D SAFETY SWITCH DS24100

ENCLOSURE DIM (INCHES)	20 1/2" x 12 1/2" x 10 1/2"
TOTAL WEIGHT (LBS)	45.33 LBS
MAX VOLTAGE (VAC/VA/AMP)	100V/200VA/1000VA
ENCLOSURE RATING	INDOOR/NEAR 30

NOT USED NO SCALE 7

TRENCH DETAIL NO SCALE 3

PORT METER DETAIL NO SCALE 5

RAYCAP PPC R01AC-2465-P-240-MTS

ENCLOSURE DIM (INCHES)	20 1/2" x 12 1/2" x 10 1/2"
TOTAL WEIGHT (LBS)	45.33 LBS
MAX VOLTAGE (VAC/VA/AMP)	100V/200VA/1000VA
ENCLOSURE RATING	INDOOR/NEAR 30

POWER PROTECTION CABINET (PPC) DETAIL NO SCALE 6

dish WIRELESS

8301 SOUTH DAVIS ST. SUITE 200
IRVINE, CA 92618

BUTLER
America Telecom

1001 GARDEN STREET, SUITE 200
IRVINE, CA 92618

CDG

1001 GARDEN STREET, SUITE 200
IRVINE, CA 92618

CONSTRUCTION DOCUMENTS

REVISIONS

REV	DATE	DESCRIPTION
1	01/15/2010	ISSUED FOR PERMIT
2	01/15/2010	ISSUED FOR PERMIT
3	01/15/2010	ISSUED FOR PERMIT
4	01/15/2010	ISSUED FOR PERMIT
5	01/15/2010	ISSUED FOR PERMIT
6	01/15/2010	ISSUED FOR PERMIT
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8	01/15/2010	ISSUED FOR PERMIT
9	01/15/2010	ISSUED FOR PERMIT
10	01/15/2010	ISSUED FOR PERMIT

PROJECT NUMBER SF5F0008830

DATE 01/15/2010

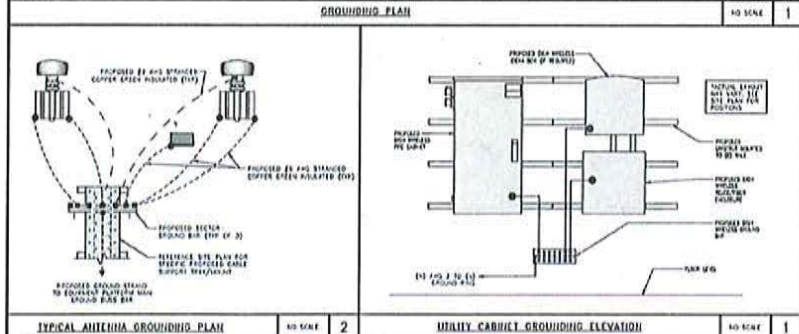
PROJECT NUMBER SF5F0008830

3072 BANBURY WAY
ANTHONY, CA 94531

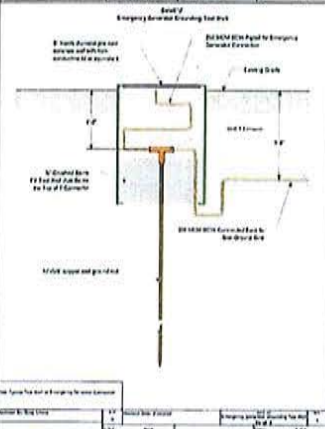
LATITUDE TOWER

SHEET TITLE
ELECTRICAL
DETAILS

SHEET NUMBER
E-2



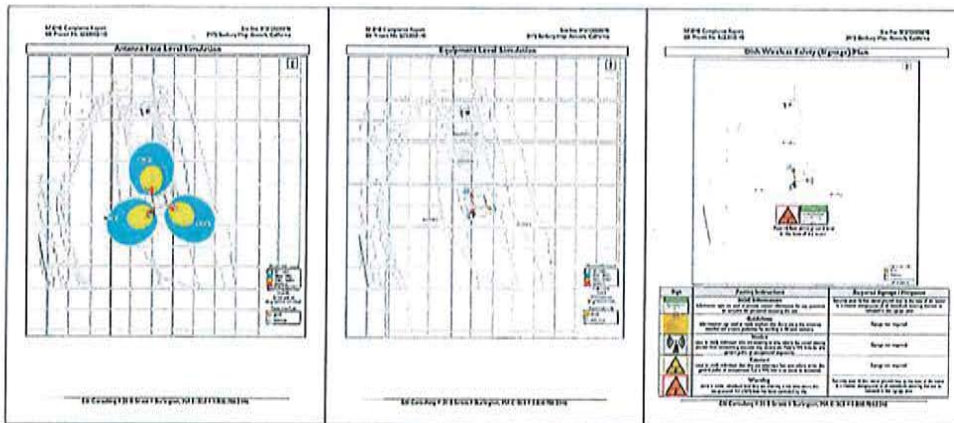
 <p>3520 SUTTER STREET, SUITE 100 EMERYVILLE, OH 44125</p>		
 <p>MAKER: AMERICA'S TELECOM PUBLISHER: BUTLER</p>		
 <p>CDG CABLE DATA GROUP 10000 WILSON AVENUE, SUITE 200 BETHESDA, MD 20814</p>		
 <p>10000 WILSON AVENUE, SUITE 200 BETHESDA, MD 20814</p>		
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ISSUED BY	FINANCED BY	OFFERED BY
CDG	CDG	CDG
<p>FILED AND FILED 01/17/2013</p>		
<p>CONSTRUCTION DOCUMENTS</p>		
<p>SUBMITTALS</p>		
REV	DATE	DESCRIPTION
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2	01/17/2013	ISSUED FOR PERMITS
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4	01/17/2013	ISSUED FOR PERMITS
5	01/17/2013	ISSUED FOR PERMITS
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7	01/17/2013	ISSUED FOR PERMITS
8	01/17/2013	ISSUED FOR PERMITS
9	01/17/2013	ISSUED FOR PERMITS
10	01/17/2013	ISSUED FOR PERMITS
<p>DISPATCH PROJECT NUMBER</p>		
<p>57570005890</p>		
<p>10000 WILSON AVENUE, SUITE 200, BETHESDA, MD 20814</p>		
<p>57570005890</p>		
<p>3972 BARBURY WAY ANTHOLMA, CA 94531 LATHROP TOWER</p>		
<p>SHEET TITLE GROUNDING PLAN/HOTELS</p>		
<p>SHEET NUMBER</p>		
<p>G-1</p>		



Pacific Gas and Electric Company

High Voltage Transmission Tower Cost Data Sheet

[illegible]



SEE
RF-1 FOR FIELD LINES
IN THE FIELD LINES
FOR THE FIELD LINES
FOR THE FIELD LINES

EUC SIGNAGE DETAILS



SIGN DETAIL

6



SIGN DETAIL

4



SIGN DETAIL

3



SIGN DETAIL

2

3701 SOUTH BAYVIEW BLVD
STRENGTH, CO 95110

10000 BAYVIEW BLVD
STRENGTH, CO 95110

10000 BAYVIEW BLVD
STRENGTH, CO 95110

IT IS A CONDITION OF ANY AND ALL SERVICE
UNDER THIS AGREEMENT THAT THE SERVICE
IS TO BE PROVIDED BY THE SERVICE

DESIGNED BY: CHECKED BY: APPROVED BY:

JPC JPC EC

THIS REV IS DATED 03/14/2013

CONSTRUCTION DOCUMENTS

REVISIONS

REV	DATE	DESCRIPTION
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2	03/14/2013	03/14/2013 FOR 1000 10
3	03/14/2013	03/14/2013 FOR 1000 10
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5	03/14/2013	03/14/2013 FOR 1000 10
6	03/14/2013	03/14/2013 FOR 1000 10
7	03/14/2013	03/14/2013 FOR 1000 10
8	03/14/2013	03/14/2013 FOR 1000 10
9	03/14/2013	03/14/2013 FOR 1000 10
10	03/14/2013	03/14/2013 FOR 1000 10

DISCLOSURE: PROJECT NUMBER

SFSF00000000

DISCLOSURE: PROJECT NUMBER

SFSF00000000

3972 BAHURAY WAY
ANTHONY, CA 94531
LATTICE TOWER

SHEET FILE

RF - EUC

REPORT

SHEET NUMBER

RF-2

GROUNDING NOTES:

1. ALL GROUPS ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AS POWER CABLES) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR GROUND ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MUST ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE OR APPROVED EQUIVALENTS THROUGH THE CONDUIT CLAMPING.
5. METAL RACERAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONNECTION. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO THIS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE, #8 STRANDED COPPER OR LARGER FOR INDOOR USE, #2 BARE SOLID TINED COPPER FOR OUTDOOR USE.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE COVERED UP OR STAMPED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONNECTIONS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND BUS SHALL BE #2 SOLID TINED COPPER WIRELESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONNECTIONS SHALL BE AVOIDED WHEN 90° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRAMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONNECTIONS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTI-OXIDANT COMPOUNDS (e.g. REDUCING GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND BUS IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF MAIN GROUND BARS WITH (1) #2 BARE SOLID TINED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC CONDUITS THAT FORM A RING AROUND THE CONDUCTOR. SUCH AS METALLIC CONDUITS, METAL SUPPORT CLAMPS OR SLEEVES THROUGH WHICH OR FIDUCIALS WHEN IT IS REQUIRED TO BE ROUTED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED WHERE USE OF METAL CONDUIT IS UNDESIRABLE (e.g., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUPS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINED COPPER #2 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CABLE WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK (SEE TRANSMISSION GROUNDING STANDARD DETAIL AS NEEDED).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TANKS, AND WATER TOWERS GROUNDING BUS, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 3/4" COPPER. ROOFTOP GROUNDING BUS SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM. THE BONDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY) DO NOT ATTACH GROUNDING TO FINE SHIELDING SYSTEM PIPES.

dish
WIRELESS

3702 SOUTH BAYVIEW BLVD
ARLINGTON, VA 22204

BUTLER
America Telecom

10000 BAYVIEW BLVD, SUITE 100
ARLINGTON, VA 22204

CDG
CONSTRUCTION DOCUMENTS GROUP



THIS DOCUMENT IS THE PROPERTY OF DISH WIRELESS. IT IS TO BE USED FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE. IT IS TO BE RETURNED TO DISH WIRELESS UPON COMPLETION OF THE PROJECT.

DATE BY: 01/11/2011
CHECKED BY: JLC
APPROVED BY: JLC

PROJECT NO: 011101-01/11/2011

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
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2	01/11/2011	REVISION FOR 100% DESIGN
3	01/11/2011	REVISION FOR 100% DESIGN
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9	01/11/2011	REVISION FOR 100% DESIGN
10	01/11/2011	REVISION FOR 100% DESIGN

REVISIONS: PROJECT NUMBER

S15F00000000

S15F00000000

DISH WIRELESS PROJECT NUMBER

3702 BAYVIEW WAY

ARLINGTON, VA 22204

LATITUDE TOWER

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-4


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: First Amendment to Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a First Amendment to Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC attached as Exhibit "1" to the Resolution; and
2. Authorizing the City Manager to execute the First Amendment to Telecommunication Network License and Encroachment Agreement in a form approved by the City Attorney.

FISCAL IMPACT

Crown Castle Fiber LLC ("Crown Castle") will continue to pay the City an annual per pole infrastructure fee for each of the four City-owned streetlight poles located within the City's right-of-way on which Crown Castle locates their equipment. The current infrastructure fee is \$761.09 per pole per year. The infrastructure fee escalates annually by the change in CPI-U for the San Francisco area or 3%, whichever is greater. Crown Castle will continue to pay the City a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater. Crown Castle will also pay the City a one-time administrative fee of \$5,000.

DISCUSSION

Background

Crown Castle owns, maintains, operates and controls telecommunications networks serving wireless carriers and other customers through fiber-fed distributed antenna system facilities in public rights-of-way in accordance with regulations promulgated by the Federal Communications Commission ("FCC") and the California Public Utilities Commission.

On July 24, 2012, the City Council approved a Telecommunication Network License and Encroachment Agreement (the "Agreement") with Crown Castle's predecessor-in-interest NextG Networks of California, Inc., whereby the City authorized Crown Castle's encroachment upon, use and occupation of certain portions of the City's public rights-of-way and vertical infrastructure—four City-owned streetlight poles—for the purposes of installing, maintaining, operating, controlling, relocating and removing Crown Castle's equipment. The Agreement expired on July 24, 2022. Following expiration of the Agreement, Crown Castle continued its use of the four City-owned streetlight poles pursuant to the Agreement in holdover, including payments to the City.

On September 26, 2018, in between the Agreement's approval by City Council and term expiration, the FCC adopted a Declaratory Ruling and Third Report and Order in the Matter of Accelerating Broadband Deployment by Removing Barriers to Infrastructure Investment ("FCC Order"). The FCC Order established a new classification for so-called small wireless facilities, similar to those installed under this Agreement, that imposes substantial restrictions on state and local governments' ability to regulate these facilities. The FCC Order limits the extent to which local agencies may impose fees on small wireless facility deployments on City-owned infrastructure, including for use of the public right-of-way and attachment rights to structures in the public right-of-way that are owned or controlled by local governments. Prior to the FCC Order, local jurisdictions were able to negotiate compensation with wireless providers for access to municipal-owned poles. After the FCC Order, local governments are required to offer cost-based access. The FCC established \$270 per pole per year as a safe harbor amount that local governments could charge without risk of being challenged by providers on the basis that local fee exceeded the costs attributable to the pole attachment.

Analysis

Crown Castle and City staff negotiated the First Amendment to Telecommunication Network License and Encroachment Agreement ("First Amendment") to reinstate, renew and amend the Agreement. Under this First Amendment, the parties will maintain the existing compensation structure under the Agreement rather than enter into a new agreement subject to the FCC Order's limitations on such compensation.

Crown Castle will continue paying an infrastructure fee, currently set at \$761.09 per pole per year, under the terms of the First Amendment. The infrastructure fee will continue to escalate annually by the change in CPI-U for the San Francisco area or 3%, whichever is greater. Crown Castle will continue paying a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater. Crown Castle will also pay to the City a one-time administrative fee of \$5,000 for entering into the First Amendment.

The First Amendment will reinstate and renew the Agreement for three additional five-year terms that renew automatically unless the Agreement has been earlier terminated. Any additional renewal terms beyond these three will require an additional amendment to the Agreement. The First Amendment will also update the payment procedures, insurance requirements, and contractual notice requirements.

CEQA

Pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively, "CEQA"), approval of the First Amendment does not constitute a "project" within the meaning of Public Resources Code Section 21065 and title 14 of the California Code of Regulations section 15378, because there is no potential these activities will result in a direct or reasonably foreseeable indirect physical change in the environment. The First Amendment merely extends the agreement that authorizes Crown Castle to continue occupying four individual City poles to provide wireless services. These wireless facilities have already been constructed and will not be altered or modified by the First Amendment. Any future alterations or modifications to these facilities that may cause physical change in the environment would be subject to an independent CEQA analysis. Accordingly, the First Amendment will not cause any direct or reasonably foreseeable physical change in the environment.

Moreover, even if approval of the First Amendment did comprise a project for CEQA analysis, then it would fall within the "common sense" exemption set forth in CEQA Guidelines Section 15061(b)(3), which excludes projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Because the First Amendment would not result in any physical change in the environment there is no possibility of significant effects. No unusual circumstances exist. Accordingly, no further environmental review is required. This determination reflects the City's independent judgment and analysis.

ATTACHMENTS

A. Resolution

Exhibit 1. First Amendment to Telecommunication Network License and Encroachment Agreement

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST
AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND
ENCROACHMENT AGREEMENT WITH CROWN CASTLE FIBER LLC**

WHEREAS, the City of Antioch ("City") owns certain vertical infrastructure, such as streetlight poles, located in the public rights-of-way;

WHEREAS, Crown Castle Fiber LLC ("Crown Castle") owns, maintains, operates and controls telecommunications networks serving wireless carriers and other customers through fiber-fed distributed antenna system facilities in public rights-of-way in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission;

WHEREAS, on July 24, 2012, the City Council approved a Telecommunication Network License and Encroachment Agreement (the "Agreement") with Crown Castle's predecessor-in-interest NextG Networks of California, Inc., whereby the City authorized Crown Castle's encroachment upon, use and occupation of certain portions of the City's public rights-of-way and vertical infrastructure—four City-owned streetlights—for the purposes of installing, maintaining, operating, controlling, relocating and removing Crown Castle's equipment;

WHEREAS, the term of the Agreement expired on July 24, 2022, and thereafter Crown Castle continued its use of the four City-owned streetlight poles pursuant to the Agreement in holdover, including payments to the City;

WHEREAS, the City and Crown Castle have negotiated the First Amendment to Telecommunication Network License and Encroachment Agreement ("First Amendment") under which Crown Castle will be granted the right to continue operating and maintaining its existing four wireless communication facilities installed on City-owned streetlight poles in the public rights-of-way for three additional five-year terms that renew automatically unless the Agreement has been earlier terminated, subject to the same terms and conditions provided in the Agreement, except as amended by the First Amendment including updates to the payment procedures, insurance requirements, and contractual notice requirements; and

WHEREAS, under the terms of the First Amendment, Crown Castle will continue paying an infrastructure fee, currently set at \$761.09 per pole per year; the infrastructure fee will continue to escalate annually by the change in CPI-U for the San Francisco area or 3%, whichever is greater; Crown Castle will continue paying a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater; and Crown Castle will also pay to the City a one-time administrative fee of \$5,000 for entering into the First Amendment.

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

RESOLUTION NO. 2024/xxx

October 22, 2024

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Section 1. Finds the recitals above are true and correct and are incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

Section 2. Approves the First Amendment with Crown Castle attached as Exhibit "1" to this Resolution.

Section 3. Authorizes the City Manager to execute the First Amendment in the form approved by the City Attorney.

Section 4. Finds that pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively, "CEQA"), approval of the First Amendment does not constitute a "project" within the meaning of Public Resources Code Section 21065 and title 14 of the California Code of Regulations section 15378 because there is no potential these activities will result in a direct or reasonably foreseeable indirect physical change in the environment. The First Amendment merely extends the agreement that authorizes Crown Castle to continue occupying four individual City poles to provide wireless services. These wireless facilities have already been constructed and will not be altered or modified by the First Amendment. Any future alterations or modifications to these facilities that may cause physical change in the environment would be subject to an independent CEQA analysis. Accordingly, the First Amendment will not cause any direct or reasonably foreseeable physical change in the environment.

Moreover, even if approval of the First Amendment did comprise a project for CEQA analysis, then it would fall within the "common sense" exemption set forth in CEQA Guidelines Section 15061(b)(3), which excludes projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Because the First Amendment would not result in any physical change in the environment there is no possibility of significant effects. No unusual circumstances exist. Accordingly, no further environmental review is required. This determination reflects the City's independent judgment and analysis.

Section 5. Declares that if any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Resolution or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, then all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Resolution, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

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Section 6. Declares that this Resolution shall become effective immediately on the date of its passage and adoption by the City Council and shall remain effective until amended, superseded or repealed by a separate resolution adopted by the City Council.

Section 7. Directs the City Clerk to post and/or publish this Resolution as may be required by applicable law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit "1"

FIRST AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT

THIS FIRST AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT ("**First Amendment**"), effective as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Antioch, a California municipal corporation (the "**City**" or "**Licensor**"), and Crown Castle Fiber LLC, a New York limited liability company ("**Licensee**"). The City and Licensee are each individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, the City and Licensee's predecessor-in-interest Crown Castle NG West Inc., formerly known as NextG Networks of California, Inc., a Delaware corporation, entered into that certain Telecommunication Network License and Encroachment Agreement dated August 7, 2012 (the "**Agreement**"), as approved by the City of Antioch City Council on July 24, 2012, whereby the City authorized Licensee's encroachment upon, use and occupation of certain portions of the City's public rights-of-way and vertical infrastructure for the purposes of installing, maintaining, operating, controlling, relocating and removing Licensee's Facilities (as defined in the Agreement); and

WHEREAS, Licensee owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission ("**CPUC**"), telecommunications networks serving wireless carrier and other customers through fiber-fed distributed antenna system facilities in public rights-of-way, among other locations, in the State of California; and

WHEREAS, Licensee is a competitive local exchange carrier and holds a valid full facilities-based Certificate of Public Convenience and Necessity issued by the CPUC to provide access to telecommunication services in California; and

WHEREAS, pursuant to Section 3 of the Agreement, the term of the Agreement expired on July 24, 2022, and the City and Licensee desire to reinstate, ratify and amend the Agreement for three additional five-year renewal terms; and

WHEREAS, the City and Licensee also desire to amend the Agreement to modify the payment process, insurance and notice sections thereof.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

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//
//

AGREEMENT

1. **Reinstatement and Ratification.** The Agreement, including all amendments thereto, if any, entered into prior to the date hereof, is attached hereto as **Exhibit 1**. The City and Licensee hereby reinstate, ratify, confirm and adopt the Agreement, as amended herein, as of the latter signature date below.

2. **Extension of Term.** Section 3 of the Agreement is deleted in its entirety and replaced as follows:

Section 3. Term and Renewal. Notwithstanding anything to the contrary provided herein, this Agreement was effective for an initial ten (10) year term commencing July 24, 2012, and expiring on July 24, 2022 (the "**Initial Term**"). Commencing July 24, 2022, the term of this Agreement automatically renewed for one additional five (5) year term (the "**First Renewal Term**") expiring on July 24, 2027. Following the expiration of the First Renewal Term, this Agreement shall automatically renew for one additional five (5) year term (the "**Second Renewal Term**") unless the Agreement has been earlier terminated. Following the expiration of the Second Renewal Term, this Agreement shall automatically renew for one additional five (5) year term (the "**Third Renewal Term**") unless the Agreement has been earlier terminated. The expiration of the Third Renewal Term shall be treated as the termination of this Agreement unless the Agreement has been earlier terminated. Any additional renewal terms beyond the three described above shall require the mutual consent of the Parties in a written amendment to this Agreement. The Initial Term, First Renewal Term, Second Renewal Term and Third Renewal Term are collectively referred to herein as the "**Term**". Licensee has no right to holdover beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by the City to any holding over by Licensee.

3. **Payment Identification.** Section 6.j. of the Agreement is deleted in its entirety and replaced as follows:

j. Each check from Licensee to the City shall bear on the face thereof the following City Account Number: 1001250-44810. In addition to the foregoing, the payment stub or invoice accompanying the payment shall also identify the approximate locations and site numbers the four (4) Licensee's Facilities as follows:

Prewett Ranch Rd / Hillcrest Ave (NW corner) SF74XB986 SPR-NORCAL-005;
Prewett Ranch Rd / Oneida Way (N side) SF74XB986 SPR-NORCAL-016;
Prewett Ranch Rd / Forty Niner Way (SE corner) SF74XB986 SPR-NORCAL-003M1; and 5401 Geronimo Ct (SW corner) SF74XB986 SPR-BRB-04 5401

4. **Payment Process.** Section 6.k. of the Agreement is deleted in its entirety and replaced as follows:

k. The City reserves the right to change the place and time of payment and the City Account Number at any time upon 60 days prior written notice to Licensee pursuant to Section 33. Licensee shall make payments due and owing to the City pursuant to this Agreement separate from any other payments that Licensee may owe to the City: (i) in the City's proprietary capacity pursuant to any other agreements; or (ii) in the City's governmental regulatory capacity. No payment by Licensee or receipt by the City of a lesser amount than payment due will be deemed to be other than a payment made on account toward the total payment due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. The City's acceptance of such checks or payment will be without prejudice to the City's right to recover the balance of the amount due or pursue any other remedy in this Agreement.

5. **Insurance.** Section 19 of the Agreement is deleted in its entirety and replaced as follows:

Section 19. Insurance. Licensee shall procure and keep in effect at all times during the Term, at Licensee's sole cost and expense, insurance policies with at least the coverage and limits as stated in this Section 19. The required limits may be met by a combination of primary and excess or umbrella insurance. Licensee shall require its contractors or subcontractors to obtain and maintain substantially the same coverage as required by Licensee or Licensee shall insure their activities in connection with this Agreement, prior to performing any work in, on, under or above the Public Rights-of-Way, Municipal Facilities or Licensee's Facilities. The City shall have the right to reasonably amend or replace the insurance requirements and other obligations contained herein on sixty (60) days' prior written notice to Licensee, during such time the parties agree to cooperate in good-faith on any such amendments. Any noncompliance with any insurance requirements in this Agreement shall be a material default by Licensee.

a. Required Insurance Policies and Limits.

1. Commercial General Liability Insurance. Licensee shall obtain and maintain commercial general liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability meeting the indemnification provisions herein; independent contractors; and personal and advertising injury) with a limit of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.
2. Commercial Automobile Liability Insurance. Licensee shall obtain and maintain commercial automobile liability insurance, covering all owned, non-owned and hired autos, in an amount of Two Million Dollars

(\$2,000,000) combined single limit each accident for bodily injury and property damage.

3. Workers' Compensation Insurance. Licensee shall obtain and maintain workers' compensation insurance per California statutory limits with Employer's Liability Limits of One Million Dollars (\$1,000,000) per each accident/disease per employee/disease-policy limit.
4. Excess/Umbrella Liability Insurance. Licensee shall maintain excess/umbrella liability with a limit of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required herein.
5. "All Risk" Property Insurance. Licensee shall obtain and maintain a property insurance policy for perils usual to a standard "all risk" insurance policy that covers all Licensee's Facilities within the Public Rights-of-Way, and with limits equal to the cumulative replacement value for all such Licensee's Facilities which may be partially or wholly self-insured.

b. Required Endorsements.

1. Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (i) include the City, its officers, officials, agents, employees and volunteers as additional insureds as their interest may appear under this Agreement; (ii) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims that arise in connection with this Agreement; (iii) that such insurance applies separately to each insured against whom a claim is made or brought, except with respect to limits; (iv) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other included insured; and (v) that such policies shall afford coverage for all claims based on acts, omissions, for bodily injury or property damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.
2. All insurance policies required to be maintained by Licensee under this Agreement shall be endorsed to provide thirty days' prior written notice of cancellation except for non-payment of premium to both Licensee and the City. In the event that Licensee receives a notice of intent to cancel or notice of cancellation for any coverage required under this Agreement, Licensee shall forward such notice to the City within one business day and

promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under this Section 19.

3. All insurance policies required to be maintained by Licensee under this Agreement shall contain a standard separation of insureds provision. No insurance policies required to be maintained by Licensee under this Agreement may contain any special limitations on the scope of protections to the City or any City Indemnified Parties.
- c. Claims-Made Policies. In the event that any required insurance under this Agreement is provided under a claims-made form, Licensee shall continuously maintain such coverage throughout the Term and, without lapse, for three years after this Agreement expires or terminates, to the effect that, should any event during the Term give rise to a claim brought after this Agreement expires or terminates, such claims will be covered under Licensee's claims-made policies. The provisions in this Section 19.c. shall survive this Agreement's expiration or termination.
- d. General Aggregate Limit. The general aggregate limit for any required insurance under this Agreement must be double the per-occurrence or claims limits specified in Section 19.a. when coverage includes a general annual aggregate limit or provides that claims investigation or legal defense costs will be included in such general annual aggregate limit.
- e. Certificates. On or before August 1st each year of the Term, Licensee shall deliver to the City all insurance certificates and endorsements from Licensee's insurance providers in a form reasonably satisfactory to the City that evidences all the required coverages under this Agreement. Complete copies of all required policies will be made available for the City's review at a mutually agreeable location. In addition, Licensee shall promptly deliver to the City all certificates after Licensee receives a request from the City.
- f. Insurer Qualifications. Licensee's insurance providers must be licensed or authorized to do business in California and must meet or exceed an A.M. Best's Key Rating A-VII or its equivalent. Any other insurance providers shall require the prior approval by the City's Risk Manager, which approval may be refused in the City Risk Manager's sole discretion.
- g. Waiver of Subrogation. Licensee and Licensee's required insurers each hereby waives any right of recovery against the City for any loss or damage sustained by Licensee with respect to the Public Rights-of-Way, Municipal Facilities or Licensee's Facilities, in whole or in part, the contents on, under, above or within the Public Rights-of-Way or Municipal Facilities or any operation therein, whether such loss is caused by the City's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Licensee under this Agreement or is actually covered by insurance obtained

by Licensee. Licensee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Public Rights-of-Way, Municipal Facilities or Licensee's Facilities, but the failure to obtain any such endorsement will not affect the waivers in this Section 19.g.

- h. **Prohibition Against Self-Insurance Alternatives.** Licensee shall not be permitted to meet its insurance obligations under this Agreement through self-insurance without prior written consent from the City, which the City may withhold in its sole discretion for any or no reason. The City hereby consents to Licensee's self-insurance of the property insurance required by Section 19.a.5. above. In the event that the City consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed: (1) an amendment or implied waiver to any other requirement in this Agreement; (2) to extend to any assignee or successor to Licensee; or (3) to waive or lessen Licensee's obligation to comply with Section 19.i.
- i. **Contractor's Bonds and Insurance.** Licensee shall ensure that any person or entity performing work or service on Licensee's behalf or for Licensee's benefit pursuant to this Agreement within the Public Rights-of-Ways or on any Municipal Facilities shall secure or provide all insurance required to be secured or provided under this Section 19, and shall provide the City with evidence to show insurance exist before the City issues any permits for such work. In the event that any applicable law imposes any bonding or insurance requirements on Licensee's contactors or subcontractors that are more protective to the City's interests, such requirements shall control over the requirements in this Section 19.
- j. **City's Right to Terminate.** The City may elect, in its sole and absolute discretion, to terminate this Agreement on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within ten days after Licensee receives such written notice.
- k. **No Limitation on Licensee's Indemnification Obligations.** Licensee's insurance obligations under this Section 19 in no way relieves, decreases or modifies Licensee's liability or Licensee's obligations to indemnify, protect and hold the City and any City Indemnified Parties harmless under any other provision in this Agreement.

4. **Notices.** Section 33 of the Agreement is deleted in its entirety and replaced as follows:

Any notice or demand required to be given herein shall be made in writing and sent by United States Postal Service certified or registered mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, courier fee prepaid, to the address of the respective Parties set forth below:

To LICENSOR:

If by U.S. Mail:

City of Antioch
Attn: City Manager's Office –
LEGAL Notice
P.O. Box 5007
Antioch, CA 94531-5007

If by overnight courier:

City of Antioch
Attn: City Manager's Office – LEGAL
Notice
200 H Street
Antioch, CA 94509-1285

With a true and complete copy simultaneously sent to:

If by U.S. Mail:

City of Antioch
Attn: City Attorney's Office –
LEGAL Notice
P.O. Box 5007
Antioch, CA 94531-5007

If by overnight courier:

City of Antioch
Attn: City Attorney's Office – LEGAL
Notice
200 H Street
Antioch, CA 94509-1285

To LICENSEE:

Crown Castle Fiber LLC
Attn: Contracts Management
2000 Corporate Drive
Canonsburg, PA 15317

With a true and complete copy simultaneously sent to:

Crown Castle Fiber LLC
Attn: Teddy Adams, SVP Legal
2000 Corporate Drive
Canonsburg, PA 15317

Licensee's 24/7 Network Operations Center Contact Information:

Phone Number: 1-888-632-0931
Email: SCN.NOC@crowncastle.com

All notices, demands or other correspondence in connection with this Agreement will be deemed to have been delivered upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or the date an attempt to make delivery fails if undeliverable to the specified address. Notice to Licensee must be delivered to the postal addresses provided above. Any copies required to be given or notice delivered by way of telephone, e-mail, or other electronic means

constitute an administrative step for the Parties' convenience and not actual notice. A Party may change its notice addresses from time-to-time by written notice sent to the other Party's then-current notice address.

5. **Administrative Fee.** Separate from any other sums due from Licensee to the City, Licensee shall pay to the City a one-time fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("Administrative Fee") due to the City within forty-five (45) days after the Effective Date of this First Amendment. The Administrative Fee is intended to reimburse the City for all of its costs and expenses to engage in the negotiations for and submission of this First Amendment to the City of Antioch City Council. The Parties agree that the City shall fully earn such Administrative Fee upon the full execution of this First Amendment, and that the Administrative Fee does not constitute fees otherwise owed by Licensee to the City under the Agreement or any offset to fees otherwise owed by Licensee to the City under the Agreement or any other amount due from Licensee to the City.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

7. **Miscellaneous.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement. Unless otherwise specified, captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof. If any provision of this First Amendment is held invalid, illegal or unenforceable, the remaining provisions of this First Amendment shall remain in full force if the overall purpose of the First Amendment is not rendered impossible and the original purpose, intent or consideration is not materially impaired. Time is of the essence in this First Amendment. This First Amendment and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this First Amendment. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute the same in their individual or representative capacity as indicated. This First Amendment will become effective and binding only upon the handwritten legal execution, acknowledgment and delivery hereof by the City and Licensee. This First Amendment may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment to be effective on the latter date set forth below.

LICENSOR:

City of Antioch,
a California municipal corporation

By: _____
Kwame Reed
Acting City Manager

Date: _____

ATTEST:

By: _____
Ellie Householder, MPP
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith
City Attorney

LICENSEE:

Crown Castle Fiber LLC,
a New York limited liability company

By: Erin M Francis
Print Name: Erin M Francis

Print Title: Supervisor, Contract Management
Date: 7/19/23

EXHIBIT 1

Agreement

[Telecommunication Network License and Encroachment Agreement appears behind this cover page (62 pages).]

TELECOMMUNICATION NETWORK LICENSE
AND ENCROACHMENT AGREEMENT

This License and Encroachment Agreement ("Agreement") is entered into this 7th day of August, 2012, by and between the CITY OF ANTIOCH, a California municipal corporation, hereinafter referred to as the ("City", "Licensor") and Crown Castle NG West Inc., formerly known as NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation, hereinafter referred to as ("Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor is responsible for management of the public right of way and performs a wide range of vital tasks necessary to preserve the aesthetic and physical integrity of public streets and ways, to control the orderly flow of vehicles, to promote the safe movement of pedestrians, and to manage a number of gas, water, sewer, electric, cable television, telephone and telecommunications facilities that are located in, under and over the streets and public rights of way; and

WHEREAS, Upon the Effective Date of this Agreement, Licensee holds valid and unrevoked Certificates of Public Convenience and Necessity ("CPCN") issued by the California Public Utilities Commission in its Decision No. 03-01-061, issued January 30, 2003 and its Decision No. 07-04-045, issued April 12, 2007. These certificates authorize Licensee to operate in the public streets and ways as a full-facilities based telephone corporation; and

WHEREAS, Licensee does not own or manage Federal Communications Commission regulated and licensed frequencies but owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a telecommunications Network or Networks (as defined below) serving Licensee's established wireless carrier customers and utilizing microcellular optical repeater equipment (referred to herein as "Licensee's Facilities" and more fully defined below); and

WHEREAS, Licensee builds, owns, operates, controls and leases, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a fiber-based telecommunications network to improve wireless coverage and capacity for telecommunications carriers; and

WHEREAS, For the purpose of operating and improving wireless coverage and capacity in the City, Licensee desires to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way or on Municipal Facilities, or on property in the Public Way owned by third parties; and

WHEREAS, In addition to normal published right-of-way and/or encroachment-related permitting fees, Licensee shall compensate the Licensor for (1) processing fees on a per Licensee Facility basis, (2) a grant of location and the right to use and physically occupy portions of the Public Rights-of-Way, and (3) access to Municipal Facilities located in the rights-of-way owned by the Licensor; and

WHEREAS, Licensee has voluntarily submitted a request to enter into this Agreement with the Licensor to encroach upon and occupy portions of the public right-of-way in certain streets,

easements, and upon certain public improvements for the purposes of installing, maintaining, operating, controlling, relocating, and removing Licensee's Facilities; and

WHEREAS, In consideration of Licensee's request, Licensor is willing to approve Licensee's use and occupation of certain public right-of-way and certain public improvements upon the terms, conditions and other considerations set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to be bound by the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement:

- a. City. "City" shall mean the City of Antioch, a California municipal corporation, which is the Licensor in this Agreement.
- b. Commencement Date. The commencement date ("Commencement Date") shall be the 1st day of the month following the Effective Date.
- c. CPUC. "CPUC" shall mean the California Public Utilities Commission.
- d. Decorative Streetlight Pole. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel, aluminum, or marbelite streetlight poles and does not have a mast arm for luminaire support. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated light poles located on Public Rights-of-Way or owned by the Licensor. Decorative Streetlight Poles may not be used for the Network without prior written approval by Licensor, which may be withheld at the sole discretion of the Licensor.
- e. Effective Date. The effective date of this Agreement shall be the date this Agreement is approved by the City Council of the City of Antioch, as evidenced by the date indicated hereinabove (the "Effective Date").
- f. Equipment. "Equipment" shall mean all of Licensee's equipment and supporting structures such as poles, conduits, powering equipment, electronics, fibers and fiber optics, radio equipment, etc., installed pursuant to this Agreement, including without limitation, all of Licensee's Facilities.
- g. Fee. "Fee" shall mean any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (excluding franchise fees, communications tax, or other similar tax or fee).
- h. Gross Revenue Fee. "Gross Revenue Fee" shall mean and include any and all income and other consideration collected, received, or in any manner gained or derived by

Licensee from or in connection with the provision of Services, either directly by Licensee or indirectly through a reseller, if any, to customers of such services within the City of Antioch, including any imputed revenue derived from commercial trades and barter equivalent to the full retail value of goods and services provided by Licensee. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (exclusive of the Municipal Facilities Fee paid to the Licensor provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due Licensee or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

- i. Installation Date. "Installation Date" shall mean the date that the first Licensee Facility and Equipment is installed by Licensee pursuant to this Agreement.
- j. Laws. "Laws" shall mean any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdictions over the parties to this Agreement.
- k. Licensee. "Licensee" shall mean NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.
- l. Licensor. "Licensor" shall mean the City of Antioch, a California municipal corporation, which is the Licensor in this Agreement.
- m. Licensee's Facilities. "Licensee's Facilities" shall mean the optical repeaters, optical multiplexers, amplifiers, antennas, fiber optic cables, wires, uninterrupted power supplies, poles (only as permitted by the Licensor, which may be withheld by Licensor at its discretion), and related equipment, whether referred to singly or collectively, to be installed and operated by Licensee hereunder. Only the installation design configurations of Licensee's Facilities that are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference may be used by Licensee on City Municipal Facilities. Any Licensee Facility and Equipment installation or configuration not contained within Exhibit A or as the Parties shall agree is not substantially similar thereto is subject to separate Licensor evaluation and approval processes before it may be used on any Municipal Facility or placed on or in the Public Rights-of-Way.
- n. Municipal Facilities. A "Municipal Facility" shall mean a City-owned Streetlight Pole, Decorative Streetlight Pole, traffic signal pole, lighting fixture, electroliner, or comparable street lighting facility located within the Public Right-of-Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.
- o. Network. "Network" or collectively "Networks" shall mean the neutral-host, protocol agnostic fiber-based optical repeater network operated by Licensee to serve its wireless carrier customers in the City.

- p. NextG. "NextG" shall mean NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein the "Licensee"), and its lawful successors, assigns, and transferees.
- q. Public Way, Right-of-Way, or Public Rights-of-Way. "Public Way," "Right-of-Way," or "Public Rights-of-Way" shall mean the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term does not include county, state, or federal rights-of-way or any property owned by any person or entity other than the City, or any City property not located within any Public Way or Public Rights-of-Way except as provided by applicable laws or pursuant to an agreement between the City and any such person or entity.
- r. Services. "Services" shall mean the services provided through the Network by Licensee to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the CPUC.
- s. Streetlight Pole. "Streetlight Pole" shall mean any non-Decorative, standard-design concrete, fiberglass, marbelite, or metal pole or electrolier that has a mast arm for luminaire support and is used primarily for street lighting purposes.

Section 2. Authorization.

- a. Subject to the terms and conditions contained herein, Licensor hereby authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way for the limited purpose of constructing, installing, operating, and maintaining Licensee's Facilities to provide service to wireless carriers. Furthermore, Licensor authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way to facilitate the relocation and removal of Licensee Facilities pursuant to Sections 9 and 12 of this Agreement. Other Licensor owned property that is the subject of this Agreement is Streetlight Poles and appurtenances thereto more particularly described in Exhibit A.
- b. Licensee shall be solely responsible for securing any and all utility services it may need for the operation of its equipment located or placed on any Streetlight Pole or Municipal Facility pursuant to this Agreement. No utility services will be offered or provided by Licensor under this Agreement. Licensee shall be solely responsible for the payment of all utility service charges to the applicable utility company. Under no circumstances is Licensor responsible for any utility charges of Licensee. Licensee's Facilities shall not draw electricity from any Streetlight Pole or Municipal Facility.
- c. In addition to authorization to attach to Municipal Facilities, and subject to obtaining the written permission of the owner(s) of the affected property, the Licensor hereby authorizes and permits Licensee, to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Licensee's Facilities in or on poles or other third-party structures owned by public utility

companies or other property owners located within the Public Right-of-Way as may be permitted by the public utility company or property owner, as the case may be. At Licensor's request, Licensee shall furnish to the Licensor documentation of such permission from the individual utility or property owner responsible. Exhibit A represents a good-faith description of Licensee's Facilities at a representative service location.

- d. Facilities, and a denial of an application for the attachment of Licensee's Facilities equipment to Licensor or third-party owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Licensee's Facilities equipment if Licensee's Facilities equipment proposed for such application substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A and each proposed installation is approved by the City's Engineer and City's Building Official for engineering safety considerations. In the event that the Parties disagree as to whether the proposed Licensee's Facilities substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A, the Parties shall meet in good faith in an effort to resolve this dispute. The City's Engineer or his or her designee shall represent the City in any such meetings.

Section 3. Term and Renewal. This Agreement shall be effective for a period of ten (10) years from the Effective Date at which time it shall automatically expire, and such expiration shall be treated as a termination of this Agreement. Should the Parties mutually consent in writing, this Agreement may be renewed for one or more additional five (5) year extension terms.

Section 4. Permitting and Location of Licensee's Facilities.

- a. Licensee is required to obtain an Encroachment Permit from the City prior to the commencement of each work in the Public Right-of-Way. Licensor agrees to permit Licensee to place four (4) Licensee's Facilities described in Exhibit B, attached hereto. If Licensee requests permits for additional Licensee's Facilities beyond the four (4) Licensee's Facilities described in Exhibit B, Licensee shall provide to the Public Works Department (or other administrative department designated by the City) a new Exhibit B with similar detail showing the location and type of Licensee's Facilities. Such request shall be considered an addendum to this Agreement and shall be processed pursuant to this Agreement, but the Addendum will not require further action from the City Council if the proposed additional Licensee's Facilities are consistent with Exhibit A.
- b. The Parties agree that Exhibit A represents a good-faith representation of the equipment that Licensee plans to attach to Municipal Facilities, that such design configurations and Licensee's Facilities specifications may be attached to Municipal Facilities and to third-party facilities. Licensee shall present any deviation to the design configurations and Licensee's Facilities specifications described in Exhibit A to the Licensor in writing, which shall review and either approve or deny within sixty (60) business days. Any change to the design configurations and Licensee's Facilities specifications in Exhibit A may be requested by Licensee and considered for approval by the Licensor so long as the equipment is no greater than five percent (5%) in size, weight, shape, color, configuration

or other physical properties as compared with the existing Licensee's Facilities specifications in Exhibit A. In the event that the Parties disagree as to whether the proposed Licensee's Facilities equipment substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A, the Licensee and the City's Engineer or his or her designee shall meet in good faith in an effort to resolve this dispute.

- c. The Licensee's Facilities approved by the City shall comply with ADA and Title 24 requirements, including but not limited to, no Facility shall be placed less than eight feet (8') above the ground directly beneath the Streetlight Pole or comparable facility.
- d. Except where specifically approved by City in writing and in advance, all of Licensee's Facilities related to Municipal Facilities shall be constructed underground except for Licensee's antenna(s) and the support facility upon which the antenna(s) are attached. Where a power meter is approved by the Licenser, the power meter shall either be installed underground if remotely read, or be installed in the smallest enclosure permitted if an above ground enclosure is required by the commercial power utility. Where the Licensee desires to install a back-up power source for its equipment and it is approved by the Licenser, such back-up powering shall be placed underground except where specifically approved in a different configuration by City in writing and in advance.
- e. For purposes of construction and maintenance permitting, Licenser shall process all four (4) initial infrastructure sites as a single encroachment permit or other mutually agreeable process, so long as it complies with the terms and conditions of this Agreement. In addition to the City permitting process, Licensee agrees to first secure any and all additional local, state and federal approvals that may be required for its deployments.
- f. For Licensee's initial deployment, Licenser shall make available to Licensee various suitable Licenser-owned Streetlight Poles located within the City's Right-of-Way for the placement of Licensee's Facilities, substantially in the locations described in the Network Plan provided to the Licenser and attached hereto as Exhibit B. Notwithstanding, the use of any particular Municipal Facility Right-of-Way structure, comparable facility, or pole shall be subject to the City's Engineer's sole discretion and approval in advance of the placement of the Licensee telecommunications infrastructure.
- g. Upon completion of each installation, Licensee must promptly furnish to Licenser a current pole list and map that identifies the exact location of the Facilities in the Public Right-of-Way. That information must be provided in a format that is compatible with the Licenser's GIS information technology, including but not limited to ESRI compatible GIS shape files.

Section 5. Scope of Agreement.

- a. By entering into this Agreement, the Licensee certifies that it has secured its own competent independent legal opinions and retained competent legal counsel to advise it regarding this Agreement and that it has been made fully and completely aware of all of the rights it has in and flowing from this Agreement and in Law, as well as all of the

rights it waives herein, and after receiving the advice of its legal counsel that Licensee thereafter knowingly and voluntarily agrees to revenue sharing notwithstanding any current or future rights reserved under the laws of the State of California and California Government Code Section 50030 et seq.; the California Public Utility Code; and the Telecommunications Act of 1996 (the "Act") including, but not limited to, those rights set forth in Section 253(c), or any other law or regulation, to the extent inconsistent with this Agreement. In the event a court finds the Licensee may not waive such rights, then the Parties agree to modify this Agreement to conform to the future changes in a manner that will make and keep the Licensor whole regarding the consideration and other rights flowing to the Licensor under this Agreement. Additionally, Licensee covenants and represents that it is making the offer for revenue sharing and facilities sharing at Licensee's own initiative, and Licensee voluntarily and expressly agrees to waive any rights whatsoever it may have to avoid payment for Licensee's rights and privileges granted herein and not to take any action to rescind the requirement for fees and shared facilities contemplated under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint-venture or of any association whatsoever between City and Licensee, it being expressly understood and agreed that neither the computation of fees nor any other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between City and Licensee other than the relationship of City and Licensee.

- b. Licensee hereby acknowledges, agrees and covenants that this Agreement only allows for the occupation of the Right-of-Way and Municipal Facilities by Licensee's Facilities identified in Exhibit A and does not authorize or bestow any interest in real property, including any fee, leasehold interest or easement.
- c. Limitations on License. Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the property or premises. Licensee further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and Licensee is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California or any other laws which may be applicable.
- d. Preference for Municipal Facilities. In any situation where Licensee has a choice of attaching its Equipment to either Municipal Facilities, or to third-party-owned property in the Public Right-of-Way or on private property, or to its own facilities that it would construct in the Public Right-of-Way, Licensee agrees to first apply to the Licensor to attach to and use Municipal Facilities. The Licensor shall advise Licensee within thirty (30) business days whether or not Licensor wishes to exercise its first right under this Paragraph. Where, in the opinion of the Licensee, there is no choice of or option to attach to Municipal Facilities as provided herein, Licensee shall provide technically accurate and sufficient information to Licensor to justify Licensee's proposed use of its own facilities or third-party owned property in the public right-of-way or on private property. Prior to issuance of any permit hereunder, the Licensor may require Licensee to provide evidence that its design has carefully considered the availability of any Municipal Facilities and to establish to the reasonable satisfaction of the City's Engineer that

Municipal Facilities have been reviewed and considered. Failure to comply with this section will constitute default of a material covenant of this Agreement.

- e. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Licensee's Equipment shall not interfere in any manner with the existence and operation of any public or private Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television and telecommunications facilities, utilities, radio frequency transmission and reception equipment and systems, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.
- f. No Warranty. City makes no warranty or representation that the premises are suitable for any particular purpose or for Licensee's use. Licensee has inspected the premises and accepts the same "AS IS". City is under no obligation to perform any work or provide any materials to prepare the Premises for Licensee.

Section 6. Compensation.

- a. Administration Fee. In addition to normal published plan check, inspection and/or encroachment-related permitting fees and as additional consideration for the processing of Licensee's permit applications, and in lieu of any separate planning or zoning fees, the Licensee shall pay City-required deposit(s) and fees per the then-current City of Antioch Master Fee Schedule. The charges shall be for materials and staff time spent processing each node application and shall be billed monthly on an hourly rate as identified in the then-current fiscal year fee schedule. Application processing includes without limitation plan checking, external expert reviews, meetings, phone calls, research, email, staff report preparation, and similar time-based expenditures.
- b. Infrastructure Use Fee. Licensee will compensate City for the use of City infrastructure a fee of Five Hundred Dollars (\$500.00) per year (the "Infrastructure Use Fee") for each Streetlight Pole or comparable Municipal Facility located within the City's Right-of-Way upon which Licensee's Equipment has been installed pursuant to this Agreement. The Parties agree that Section 35 of this Agreement shall control as to the actual amount of the Infrastructure Use Fee.
- c. Conduit Fee. A fee (the "Conduit Fee"), in an amount equivalent to the highest fee charged by any other municipality within the geographic scope defined in Section 35 herein, per foot per annum for each Licensor-owned or controlled conduit, if any, that the City permits Licensee to use hereunder. Licensor is not obligated to lease its conduits to Licensee under this Agreement.
- d. Right-of-Way Use Fee. In addition to the Infrastructure Use Fee and the Conduit Fee, Licensee voluntarily agrees to waive any claim that it is not obligated to pay for the rights and privileges granted herein including without limitation Licensee's right to attach Licensee's Facilities to Municipal Facilities in the Right-of-Way and shall compensate City for such use by providing the City a five percent (5%) annual revenue-sharing fee or

Five Hundred Dollars (\$500.00) per Licensee Facility per year, whichever is greater ("Right-of-Way Use Fee"). Licensee has voluntarily and knowingly waived all of its rights whatsoever to challenge the Right-of-Way Use Fee contained herein and will abide by this and all other terms of the Agreement.

- e. **Payment Terms and Audit.** Licensee shall pre-pay the deposits specified in subsection (a) above; fees not paid in advance must be paid before any permit is issued, including Infrastructure Use Fees. Fees in connection with subsection (b) shall be made quarterly within ten (10) days after the beginning of each quarter in advance commencing on January 1, 2013. Additionally, payments anticipated for the Right-of-Way Use Fee specified in subsection (d) above, shall also be pre-paid through the end of 2012. However, after January 1, 2013, the Right-of-Way Use Fee specified in subsection (d), above, shall be computed and paid quarterly in arrears ("Quarterly Payment"). Each Quarterly Payment shall be calculated for the calendar quarter ending March 31, June 30, September 30, and December 31, and such Quarterly Payments shall be due and payable no later than thirty (30) days after said dates. For the period from issuance of necessary permits through the end of 2012, any additional funds owing based upon the "whichever is greater" provision in subsection (c) above, shall be paid with the March 31 Quarterly Payment. Any annual fees shall be pro-rated for the calendar year. Licensee shall maintain accurate books of account employing Generally Accepted Accounting Principles or International Financial Reporting Standards at its principal office in Milpitas, California, or another location of its choosing within California that is no farther distant from the City as is Milpitas, California, for the purpose of determining the amounts due to City under this Agreement. City, or a consultant acting on behalf of City, shall be permitted to inspect Licensee's books of account relative to City at any time during regular business hours on ten (10) business days' prior written notice and may audit the books from time to time, at City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under this Agreement. In the event that the City discovers that Licensee's payments are in error in an amount greater than two percent (2%) of that which is due to City under this Agreement, all costs including, without limitation, travel related expenses to the audit shall be borne and reimbursed by Licensee in addition to the amount due the City under this Agreement. No acceptance of any payment to the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable or for the performance on any other obligation under this Agreement. The City agrees that it and its consultants shall hold in confidence any nonpublic information it obtains from Licensee to the maximum extent permitted by law.
- f. **Minimum Annual Fee Adjustment.** The Infrastructure Use Fee and Conduit Fee will be adjusted annually on the anniversary of the Commencement Date by the percentage increase in the most recently published Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Statistical Area -- over the rate in effect on the Commencement Date of the prior year. But in any event, regardless of the CPI increase, this increase shall not be less than three percent (3%) above the prior year's fee.

- g. Delinquent Payment. If Licensee fails to pay any amounts due under this Section 6 within thirty (30) calendar days from the specified due date, Licensee must pay, in addition to the unpaid fees, a sum of money equal to one-twelfth (1/12) the maximum annual rate of interest permitted by law for each month or fraction thereof during which the payment is due and unpaid. If Licensee fails to pay any amounts due under this Section 6 within ninety (90) calendar days from written notice of delinquency, the City may Terminate this Agreement pursuant to Section 34 and Licensee shall within one-hundred eighty (180) calendar days after Termination remove its Equipment and facilities from within the City and restore all areas disturbed by Licensee's Facilities to their pre-installation condition, normal wear and tear excepted. Licensee assumes all risk of loss and responsibility for payments regardless of whether delinquent.
- h. Services to City. In consideration of the approval of this Agreement and the issuance of any permits pursuant thereto, Licensee agrees that, at all times during the Term of this Agreement, including during any renewal terms, it shall provide and maintain at no installation, maintenance, repair or data transmission speed limitation or fee a total of two (2) strands of single mode dark fiber owned by Licensee in the City (hereinafter, the "City Net") for the City's exclusive use in operating a noncommercial, City owned communications network or for any other noncommercial City data network or communications function. The fiber optic transmission equipment connected to the City Net shall be the sole responsibility of the City. The Parties shall meet in good faith from time to time to determine and effectuate City Net fiber drop-off points and interconnection arrangements, however, City understands that the fiber available to City under this Agreement will only follow Licensee's planned fiber routes, and any additions or laterals must be installed at City's expense.
- i. Payment Location. Licensee agrees to make checks payable to the City of Antioch and to deliver them to:
- City of Antioch
Attention: Finance Department
P.O. Box 5007
Antioch, CA 94531-5007
- j. Each check shall bear on the face thereof the following City Account Number:
100 1250 44810
- k. The City reserves the right to change the place and time of payment, and the City Account Number at any time upon 60 days written notice pursuant to Section 33.

Section 7. Assignment or Transfer of Authorization.

- a. This Agreement shall not be assigned by Licensee without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In determining whether the City shall give consent, it shall evaluate (i) certified financial information demonstrating that such assignee will have a financial strength after the proposed transfer to independently meet all of the financial obligations of this Agreement; (ii) a legally sufficient writing stating that such assignee assumes all of

Licensee's obligations hereunder; (iii) a legally sufficient writing stating that the corporate parent of the assignee guarantees the performance obligations of the assignee; and (iv) the experience and technical qualifications of the proposed assignee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Licensee Network.

- b. The following transactions require prior written City consent, which consent shall not be unreasonably withheld, conditioned, or delayed:

1. The sale, transfer, lease, assignment, or other disposition of this Agreement, in whole or in part, whether voluntary or involuntary; provided, however, that such consent is not required for transactions specifically referenced in subsection (c) of this Section 7; and

2. Any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby greater than fifty percent (50%) or more of the ownership interests of Licensee, or any parent company of Licensee, will be affected and control of Licensee will change or be subject to change. As used herein, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of licensee. A duly executed copy of any written instrument evidencing the closing and consummation of any such transaction must be filed in the Office of the City Clerk of City.

3. Licenser acknowledges that Licensee is in the process of being sold to Crown Castle International Corp and consents to that acquisition as part of this Agreement.

- c. Notwithstanding the foregoing, the transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee or to any successor in interest or entity acquiring greater than fifty percent (50%) of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Licensee reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"):

- i. certified financial information demonstrating that such transferee will have a financial strength after the proposed transfer to independently meet all of the financial obligations of this Agreement; and
- ii. a legally sufficient writing stating that such transferee assumes all of Licensee's obligations hereunder; and
- iii. a legally sufficient writing stating that the corporate parent of the transferee guarantees the performance obligations of the transferee; and
- iv. the experience and technical qualifications of the proposed transferee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Licensee Network.

- d. Licensee shall give at least sixty (60) calendar days prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth

with specificity in such Exempted Transfer Notice the reasons why Licensee believes the Exempted Transfer Criteria have been satisfied. The City shall have a period of sixty (60) calendar days (the "Exempted Transfer Evaluation Period") from the date that Licensee gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from Licensee any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives Licensee notice in writing of the additional information the City requires within thirty (30) calendar days after the City's receipt of the original Exempted Transfer Notice. If the City fails to act upon Licensee's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City that Licensee has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

- e. The City and Licensee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Agreement, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).
- f. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting City's property under the preceding sentence not paid or delivered to City shall be held in trust for the benefit of City and be promptly paid to City.

Section 8. Responsibility of Licensee/Maintenance/Graffiti Abatement.

- a. The Licensee, on the Licensee's own behalf and on behalf of any successor or assign, hereby acknowledges and assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property and City Municipal Facilities and the planning, design, installation, construction, maintenance, repair, operation and removal of the Licensee's Facilities, which shall be undertaken without risk or liability on the part of the City. All of Licensee's construction, installation, removal, repair and maintenance work including such work on the City Net (to the extent that the City Net is part of Licensee's fiber and not part of a separate, City-installed segment) shall be performed at

Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards. Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in installing and maintaining Licensee's Facilities and will install and maintain in use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by Licensee's experienced and properly trained personnel. Where required by Law, Licensee's installation, maintenance and construction personnel shall be appropriately licensed.

- b. Licensee shall maintain all of Licensee's facilities free from all graffiti and damage caused by vandalism, accidents, and all other causes. Licensee's service personnel shall be responsible for maintaining or notifying the appropriate Licensee personnel of the needed maintenance. Said graffiti removal, repair, and required maintenance shall be completed by Licensee within two (2) business days of first being reported to it by City.

Section 9. Maintenance/Removal.

- a. Licensee shall, at its sole expense, protect, support, temporarily disconnect, relocate, modify or remove all or any portion of Licensee's Facilities at the time and in the manner required by the City for any governmental purpose. Licensee shall post with the City performance security for the removal of Licensee Equipment by the City in the event Licensee does not perform removal. Except in an emergency, the City shall give written notice pursuant to Section 33 describing where the work is to be performed at least thirty (30) calendar days before the date the work is to be performed. Should the public health, safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 9 within 72 hours of receiving notice from the City.
- b. Licensee shall be required to obtain an Encroachment Permit from the City's Engineering Division for maintenance and repair. Licensee shall inform the City's Engineering Division 48 hours in advance of any work Licensee will be conducting on its Facilities. City may require Licensee to submit traffic control plans in accordance with established City standards and requirements.
- c. If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities within the time period specified above, City may remove the Equipment, facilities, and property and charge Licensee for the cost of removal and storage without further notice to Licensee or City may choose to foreclose on the performance security posted to secure the removal of Licensee Facilities. Alternatively, upon Licensee's request, City in its sole discretion may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of Licensee's Facilities to City for consideration by the City to allow the abandonment in place. In the event that the Licensee fails to execute, acknowledge and deliver any necessary documents to transfer ownership of Licensee's Facilities to City within sixty (60) days of City's approval, this Section shall automatically operate and serve as the substitute necessary documents to transfer

ownership of Licensee's Facilities to the City. In an emergency, where the City determines there is an imminent danger to the public health, safety or property, the City may take the measures required by Licensee under this Section 9 without prior notice to Licensee; however, the City will make reasonable efforts to provide prior notice.

- d. If Licensee desires to relocate any Facilities from one Municipal Facility to another, Licensee must submit an application for a new Facility. City will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.
- e. If the Facilities at any or all locations are no longer needed or become obsolete, Licensee, at its sole cost and expense, will, at City's direction, remove and recycle the Facilities. If Licensee fails to remove the Facilities, City may choose to foreclose on the performance security for their removal and restoration of Licensor's property, and also for storage of the removed Facilities at Licensee's sole cost, expense, and risk. For Facilities removed by Licensor pursuant to this subsection, Facilities not recovered by Licensee within thirty (30) days after storage shall be for all purposes considered to be abandoned by Licensee.

Section 10. Change in Equipment. If Licensee proposes to install Equipment, which is different in any material way from the specifications or design configurations attached hereto as Exhibit A, then Licensee shall first obtain the approval for the use and installation of the Equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide "load" calculations for all Streetlight Poles it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the specifications set forth in Exhibit A and such approval shall not be unreasonably withheld. The approval process would include review by the Planning, Engineering and Building Divisions. An administrative plot plan application and plan check would be required. The plan check could be in conjunction with the encroachment permit process.

Section 11. Damage to City Property. Licensee shall promptly, within thirty (30) calendar days notice, repair or refinish to a safe and satisfactory condition as determined by the City's Engineer, at Licensee's sole cost and expense, any surface or other portion of the Public Rights-of-Way property or City Municipal Facilities that is disturbed or damaged during the construction, installation, maintenance, operation, relocation, and/or removal of Licensee's Facilities. Without limiting any other available remedies, if Licensee fails to repair or refinish such damage, City may, in its sole discretion, but without any obligation to do so, and without further notice to Licensee, repair or refinish the disturbance or damage and Licensee shall reimburse City all costs and expenses incurred in the repair or refinishing.

Section 12. Relocation of Facilities by City. Licensee understands and acknowledges that City may require Licensee to relocate one or more of its Licensee Facility and Equipment installations. Licensee shall at City's direction relocate such Licensee Facility and Equipment at Licensee's sole cost and expense, whenever City determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Licensee Facility or Equipment is interfering with

or adversely affecting proper operation of City owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Licensee Facility and Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, City shall be entitled to relocate the Licensee Facility and Equipment at Licensee's sole cost and expense upon notice to Licensee. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Licensee of the displacement or removal of any Streetlight Pole or other Municipal Facility on which any Licensee Facility and Equipment is located. Nothing in this Section is intended to act as a waiver of available funds through "Rule 20" or similar proceedings, to the extent that such funds are being provided to other utilities in an equivalent manner.

Section 13. Licensee to Bear All Costs. Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of Licensee's Facilities and restoration of Licensor's property. The Licensee shall be responsible and must bear all costs of any movement to, damage to or repair of Licensee's Facilities due to any reason including without limitation streetlight pole knock-downs, repair, maintenance and/or failure/collapse of any existing gas, water and sewer lines or any other improvements or works approximate to Licensee's Facilities. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on Licensee's Facilities, unless a court of competent jurisdiction determines that the damage results from the gross negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon Licensee's Facilities usage of electricity and applicable tariffs.

Section 14. Undergrounding. Licensee has been advised and understands that the utilities in the area of Licensee's planned facilities are subject to existing and future undergrounding requirements. In the event of an undergrounding project, Licensee and City agree to cooperate with each other in order to relocate or replace Licensee's Facilities in such a way so that Licensee may continue to operate its network for the Term of this Agreement, however under no circumstance shall City be required to bear the cost of any such relocation or undergrounding of Licensee's Facilities. Notwithstanding the foregoing, nothing in this Agreement is intended to act as a waiver of any available cost-sharing fees under related Rule 20 funds, inasmuch as they are provided to other utilities in an equivalent manner consistent with Public Utilities Code §7901.1(b), et seq.

Section 15. Future Rules or Orders. The Licensee, or any successor or authorized assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Public Rights-of-Way property or City Municipal Facilities as the City may find necessary and appropriate in executing its responsibilities for public right-of-way management and wireless site regulation.

Section 16. Licensee to Submit Acceptable Plans. Prior to the Commencement Date and prior to construction and installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any and all reasonable, accurate

and detailed plans and specifications required by the City's Engineer, which shall include detailed paper and/or electronic maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant above-ground equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The City's Engineer shall be authorized to review the plans and specifications and to impose such requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The City's Engineer shall be authorized to require an alternate location for the Licensee's Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for approval by the City's Engineer. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time. Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities or existing third party infrastructure shall be performed in strict compliance with plans and permits approved by the City's Engineer.

Section 17. Licensee to Secure Approval and Permits; Early Termination.

- a. In addition to obtaining and maintaining the permits, Licensee understands and agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required from other federal, state or local authorities, and any easements which are required from any third parties. City shall cooperate with Licensee in its efforts to obtain such approvals and/or easements, as may be required for Licensee's Facilities as approved in the permits.
- b. If (i) any application and/or negotiations by Licensee for any required certificate, permit, license, easement, approval, policy of title insurance, or agreement is finally denied, rejected and/or terminated, (ii) any such certificate, permit, license, easement, approval or agreement is canceled, expires, lapses or is otherwise withdrawn or terminated, (iii) any Hazardous Materials are discovered or otherwise become located on the Public Rights-of-Way and Municipal Facilities, other than as a direct result of Licensee's activities, or (iv) due to technological changes, Licensee determines that it is no longer practical to use the Public Rights-of-Way and Municipal Facilities for Licensee's intended purposes, then Licensee shall have the right to terminate this Agreement, which termination shall be effective no sooner thirty (30) days from delivery of written notice from Licensee to City provided Licensee has removed Licensee's Facilities from the Public Rights-of-Way and Municipal Facilities by that time.

Section 18. As Built Drawings to be provided by Licensee. The Licensee shall provide as-built drawings, in any format acceptable to the City's Engineer, detailing the location of Licensee's Facilities installed pursuant to this Agreement within sixty (60) calendar days after Licensee's Facilities are installed.

Section 19. Liability Insurance.

- a. Licensee shall obtain and maintain for the duration of this Agreement and any amendments hereto, adequate insurance against claims for injuries to persons or damage to property which in any way relate to, arise out of or are connected to the use of the Public Rights-of-Way and Municipal Facilities by Licensee or to the construction, operation or repair of Licensee's Facilities by Licensee or Licensee's agents, representatives, employees or contractors. All insurance companies affording coverage to the Licensee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California and must have a current Best's Key Rating of not less than "A-:VII".
- b. Licensee shall maintain the types of coverage and minimum limits indicated below, unless the City Attorney with the approval of the City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, agents, employees, and volunteers make no representation whatsoever that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.
- c. Commercial General Liability insurance. To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Licensee or any contractor, sub-contractor or any other person or entity acting for the Licensee or under its control or direction. Such insurance shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof with a per occurrence bodily injury limit of \$1,000,000 and a per occurrence property damage limit of \$500,000. If the submitted policies contain aggregate limits, the general aggregate will be twice the required per occurrence limit. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.
- d. Automobile Liability. Licensee shall secure insurance which shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof of \$1,000,000 combined single-limit per accident for bodily injury and property damage. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.
- e. Workers Compensation and Employer's Liability. Licensee shall secure insurance which shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof of Worker's Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury or the statutory minimum, whichever is greater. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.

- f. Licensee is obligated to comply with the following requirements and will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, provisions providing for same where applicable:
1. The City of Antioch and its elected officials, officers, staff, contractors, and volunteers shall be named as additional insured on the Commercial General Liability and Automobile Liability policies and the coverage(s) provided shall be primary insurance and not contributing with any other insurance or self-insurance available to the City of Antioch, the Community Redevelopment Agency of the City of Antioch, the Antioch Community Services District, and their elected officials, officers, staff, contractors, and volunteers, under any third party liability policy or otherwise.
 2. Licensee will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.
 3. This insurance required herein is to be in full force and effect during the entire Term of this Agreement and any extensions of it and will not be canceled without thirty (30) day's prior written notice to City sent by certified mail pursuant to the Notice endorsements to City.
 4. The insurance policy waives any right of recovery the insurance company may have against the City.
 5. All deductibles or self-insured retentions must be stated on the certificates of insurance, which must be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses must be made a part of the Commercial General Liability and Commercial Automobile Liability policies.
 6. The certificate of insurance shall contain the policy number, name of insurance company, name and address of the agent or authorized representative, name and address of insured, project name, policy expiration date, and specific coverage amounts.
- g. Prior to City's execution of this Agreement and annually thereafter, Licensee will furnish certificates of insurance and endorsements to City. Thereafter, it shall be an affirmative duty of the Licensee to provide City with valid insurance certificates and endorsements on an annual basis prior to the expiration of any insurance required by this Agreement.
- h. City may require the revision of amounts and coverage at any time during the Term of this Agreement by giving Licensee 60 day's prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Agreement.
- i. City reserves the right to require at anytime, complete and certified copies of any or all required insurance policies and endorsements.

- j. Failure to maintain any of the required insurance coverage's or proof thereof shall be deemed a material default of this Agreement.

Section 20. Performance Security for Installation and Removal/Demolition. Prior to construction of Licensee's Facilities, Licensee shall post with the City performance security in the form of a Letter of Credit issued by a reputable institution in the amount of Two Thousand Five Hundred Dollars (\$2,500) ("Performance Security") per attachment to each Municipal Facility substantially in a form acceptable to the City Attorney. This Performance Security shall remain in place for the Term of this Agreement. Any additional Licensee's Facilities shall require increasing the amount of the Performance Security at a rate of Two Thousand Five Hundred Dollars (\$2,500) per Licensee Facility. The City may require Licensee to increase the amount of the Performance Security if the City concludes that it is necessary to do so based upon the harm being caused by the Licensee to the Public Right-of-Way or Municipal Facilities. Licensee must provide a replacement Letter of Credit to restore the Performance Security to its original amount within 30 days after notice to City that any amount has been recovered from the Performance Security. Failure to restore the Performance Security to its full amount within 30 days will constitute a material breach of this Agreement.

Section 21. Accident Reports. Licensee shall, within forty-eight (48) hours after occurrence, report to City any accident causing property damage and report to City within one (1) hour after any injury to any person(s) resulting from any of Licensee's activities under this Agreement, including activities performed by any of Licensee's contractors or agents. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

Section 22. Indemnification of City.

- a. Licensee shall waive all claims against City for any damages to the personal property and equipment of Licensee or City in, upon or about the Public Rights-of-Way and Municipal Facilities and for injuries to any employees of Licensee or their agents in, upon, or about the Public Rights-of-Way and Municipal Facilities from any cause arising at any time, unless a court of competent jurisdiction determines that the damages and/or injuries arise out of the City's negligence or willful misconduct. In addition, Licensee will fully indemnify, hold harmless, and faithfully defend, the City, including its elected and appointed officials, officers, employees, contractors and agents ("Indemnified Parties"), from any damage or injury to any person, or any property, arising from the use of the Public Rights-of-Way and Municipal Facilities by Licensee or Licensee's officers, employees, contractors, or agents, or from the failure of Licensee to keep Licensee's Facilities and equipment in good condition and repair, as provided for in this Agreement.
- b. Licensee's indemnification shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, expenses, including attorneys fees and legal costs, arising out of or resulting from the performance by Licensee of this Agreement whether resolution proceeds to judgment or not. Should a conflict arise, Licensee shall bear the cost of retaining independent counsel to represent the City, which counsel shall be chosen by the City.

- c. Licensee acknowledges and agrees that Licensee bears all risks of loss or damage of Licensee's Facilities and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged Licensee Facilities, including, without limitation, damage caused by the City's removal of Licensee's Facilities, except to the extent that a court of competent jurisdiction determines that such loss or damage was solely caused by the willful misconduct of the City, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.

Section 23. Revocation of Authorization. If the Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable law, or if Licensee's CPCN to construct or maintain Licensee's Facilities in the City is revoked, terminated, surrendered or suspended, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 34, "Termination".

Section 24. Terms and Conditions Specific to this Agreement. The terms and conditions of this Agreement shall apply solely to Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities described in Exhibit A, or as otherwise formally approved by City, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee in the event Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.

Section 25. Reservation of Rights. The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.

Section 26. Amendment of Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the Parties.

Section 29. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself. The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

Section 30. 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, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

Section 31. Taxes.

- a. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or Licensee's Facilities, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.
- b. Licensee shall be responsible for all utilities and any property taxes imposed as a result of the use of the Property by Licensee. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.

Section 32. Non-exclusivity. Neither this Agreement nor the permits granted hereunder are exclusive. The City reserves the right to enter into any type of agreement with any other party or parties, including but not limited to, telecommunications and information services providers (hereinafter "Carriers") for use of the Public Rights-of-Way or Municipal Facilities.

Section 33. Notices. All notices under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows:

To LICENSEE:

NextG Networks of California, Inc.
Attention: Contracts Administration
890 Tasman Drive
Milpitas, CA 95035-7439

To LICENSOR:

City of Antioch
Attention: City Manager

If by courier to:

If by mail to:

Third & "H" Streets
200 H Street
Antioch, CA 94509

P.O. Box 5007
Antioch, CA 94531-5007

with a true and complete copy of all correspondence to the Licensor to be simultaneously delivered to:

City of Antioch
Attention: City Attorney

If by courier to:

If by mail to:

Third & "H" Streets
200 H Street
Antioch, CA 94509

P.O. Box 5007
Antioch, CA 94531-5007

All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Either party may change its address by written notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur if (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Section 34. Termination. This Agreement may be terminated by either party upon forty-five (45) calendar days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) calendar days of receipt of written notice of default (or, if such default is not curable within forty-five (45) calendar days, if the defaulting party fails to commence such cure within forty-five (45) calendar days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) calendar days from receipt of notice. Should Licensee use Licensee's Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate this Agreement in the manner authorized by this Section. In the event that Licensee's CPCN to construct or maintain Licensee's Facilities in the City is (a) revoked, (b) terminated, (c) surrendered, or (d) suspended for more than ninety (90) calendar days, the City may terminate this Agreement. Upon termination, Licensee shall within one-hundred eighty (180) calendar days after termination remove its Facility and Equipment from within the City and restore all areas disturbed by Licensee's Facilities to their pre-installation condition, normal wear and tear excepted. Except as expressly provided for herein, the rights granted under this Agreement are irrevocable during the Term of this Agreement, unless terminated in accordance with this Section.

Section 35. Most Favored Municipality Clause. If after the execution and delivery of this Agreement, Licensee enters into a license or agreement with another municipality in the San Francisco Bay Region and Oakland Metropolitan Statistical Areas, and which agreement contains services and/or financial benefits for such municipality which, taken as a whole and balanced with the other terms of this Agreement, are in City's reasonable judgment superior to those in this Agreement, City shall have the right to require Licensee to modify this Agreement to incorporate the same or substantially similar benefits by amendment to this Agreement. To effectuate the City terms review as provided herein, Licensee shall provide to City a true and complete copy of every license or agreement with another municipality in the San Francisco Bay Region and Oakland Metropolitan Statistical Areas within three (3) months after the execution of each such license or agreement.

Section 36. Other Regulations. All Licensee's use of the Public Rights-of-Way and Municipal Facilities under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and

ordinances of the City of Antioch now in force or as amended, or hereinafter prescribed or promulgated by City resolution or ordinance or by State or Federal law.

Section 37. Related Actions. By the granting of this Agreement, neither City nor the City Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 38. Use of the Public Rights-of-Way. Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities. Licensee bears all responsibilities and costs for compliance and non-compliance with all Laws in connection with its physical occupancy of the Public Rights-of-Way including without limitation the Americans with Disabilities Act of 1990 ("ADA"), including changes made by the ADA Amendments Act of 2008 (P.L. 110-325) and all future changes thereto.

Section 39. Authority to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City. Notwithstanding the foregoing, Licensee understands that execution of this Agreement is subject to City Council approval. No City action shall be authorized prior to City Council approval.

Section 40. 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.

Section 41. Venue. This Agreement shall be governed under law of the State of California, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Venue for any action brought hereunder shall be solely vested in the Superior Court of the State of California, in and for the County of Contra Costa. Licensee and City agree to be subject to in-personam and in-rem jurisdiction by the Court, and waive all available challenges to in-personam and in-rem jurisdiction by the Court including without limitation to forum non conveniens.

Section 42. Miscellaneous.

- a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and costs. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for comparable independent counsel prevailing in the City of Antioch, Contra Costa County, California.

- b. Payment of Sums during Breach. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Licensor.
- c. No Prior Understandings or Agreements. Licensor and Licensee agree that this Agreement is new, and does not replace, modify, or terminate any other existing or prior agreement between the parties.
- d. 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, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- e. Waivers. 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.
- f. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's Agreement of the Premises and supersedes all prior and contemporaneous 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 duly authorized representatives of both Parties.
- g. No Presumptions Regarding Preparation of Agreement. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with 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.
- h. Interpretations. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

- i. Headings. The headings in this Agreement are for convenience only and are not incorporated in any term herein.
- j. No Personal Liability of Officials and Employees of either Party. No elected official, officer, employee, agent, or volunteer of either Party shall be personally liable for any default or liability whatsoever under this Agreement, except in instances of criminal negligence.
- k. Public Document. Licensor is a municipal corporation under the laws of the State of California. Licensor and Licensee acknowledge that this Agreement is subject to public disclosure as specified by California Government Code § 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).
- l. No Assurances. Except as explicated provide for herein, the execution of this Agreement is completely unrelated to any and all City of Antioch planning process(es) and all other required municipal Agreements, permits, authorizations, and approvals whatsoever. Grant of this Agreement does not assure Licensee that it will be successful in whole or in part in securing any or all required City of Antioch permits, or any other required permits or authorizations. Licensee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate the Licensee's Facilities which shall be reviewed pursuant to prevailing City of Antioch requirements at that time.
- m. Any claim by Licensee against Licensor arising hereunder shall be subject to California Government Code § 800 *et seq.*, and Chapter 13 of Title 3 of the Antioch Municipal Code.

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

LICENSEE: Crown Castle NG West Inc.

By: [Signature]

Signature: Robert L. DeBman

Title: VP DAS Network Real Estate

Date: 19th June 2012

By: _____

Signature: _____

Title: _____

Date: _____

Approved as to Form
and Legal Sufficiency:

[Signature]
Signature/Initials

Date: 6/20/2012

LICENSOR:

City of Antioch, a Municipal Corporation

By: JAMES M. JAKEL

Signature: [Signature]

Title: City Manager, City of Antioch

Date: 8/7/12

Approved as to Form:

By: LYNN TRACY NERLAND

Signature: [Signature]

Title: City Attorney, City of Antioch

Date: 8/6/12

Attest:

By: DENISE SKAGGS

Signature: [Signature]

for City Clerk, City of Antioch

Date: 8-7-12

Exhibit A

Rev. 5

Note:

The following equipment configurations and attachment scenarios are intended to be representative in nature *except those items that are crossed out in this Exhibit A shall be omitted from this Exhibit A and shall not be installed as part of Licensee's Facilities that are subject to this Agreement.*

TSB

(Licensee initial)

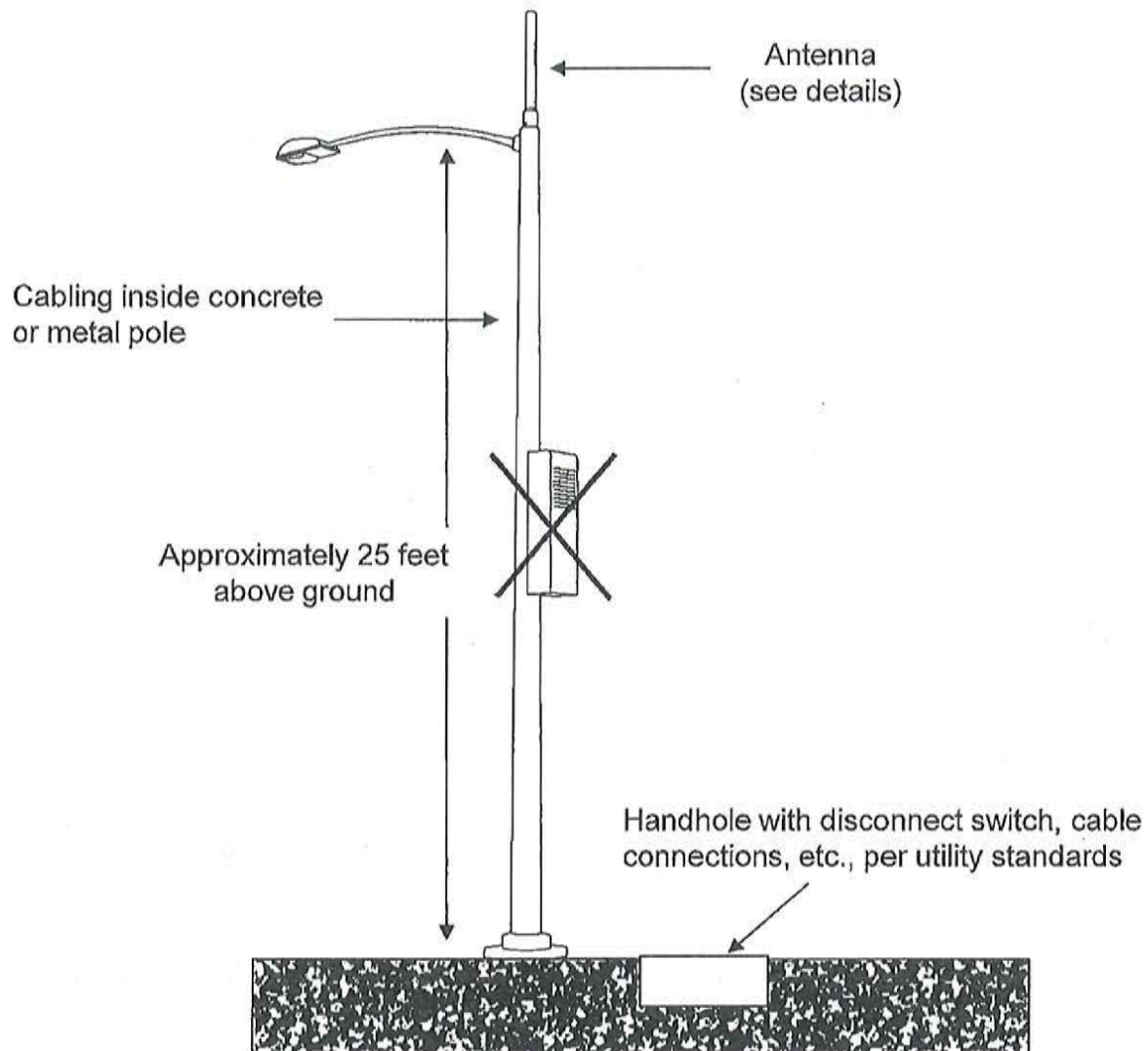
UP

(Licensor initial)

Actual installations may differ somewhat based upon various factors, including, but not limited to, the coverage and/or capacity objective, final equipment selection, field and pole conditions, existing pole attachments, utility construction standards, and future changes in technology, and are subject to City Approval on a case-by-case basis.



Street Light Pole



Scale approximate
Construction will meet national and local utility safety codes

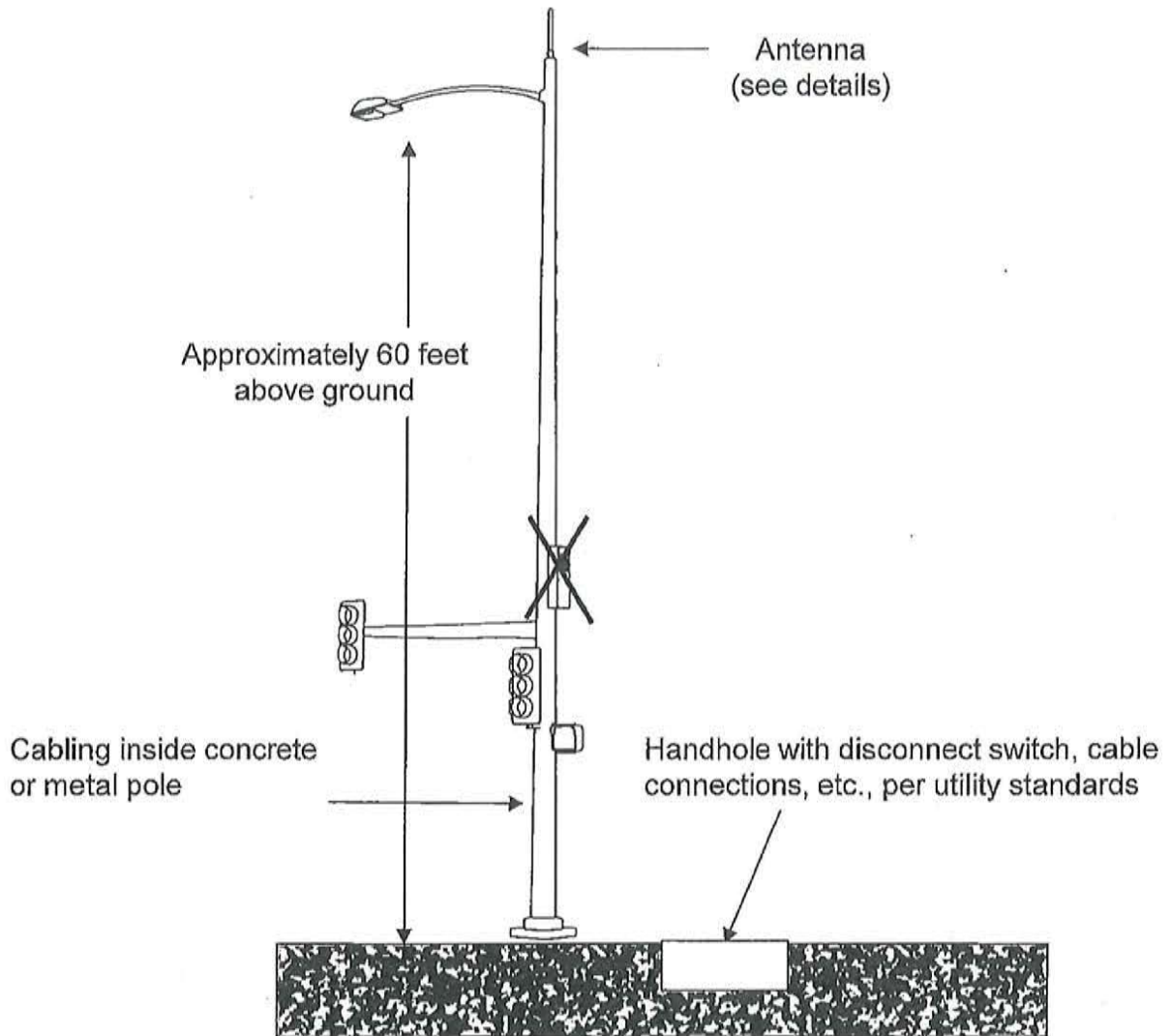


NextG Networks

Company Proprietary

Page 2, June 18, 2012

Traffic Light Pole



Scale approximate
Construction will meet national and local utility safety codes

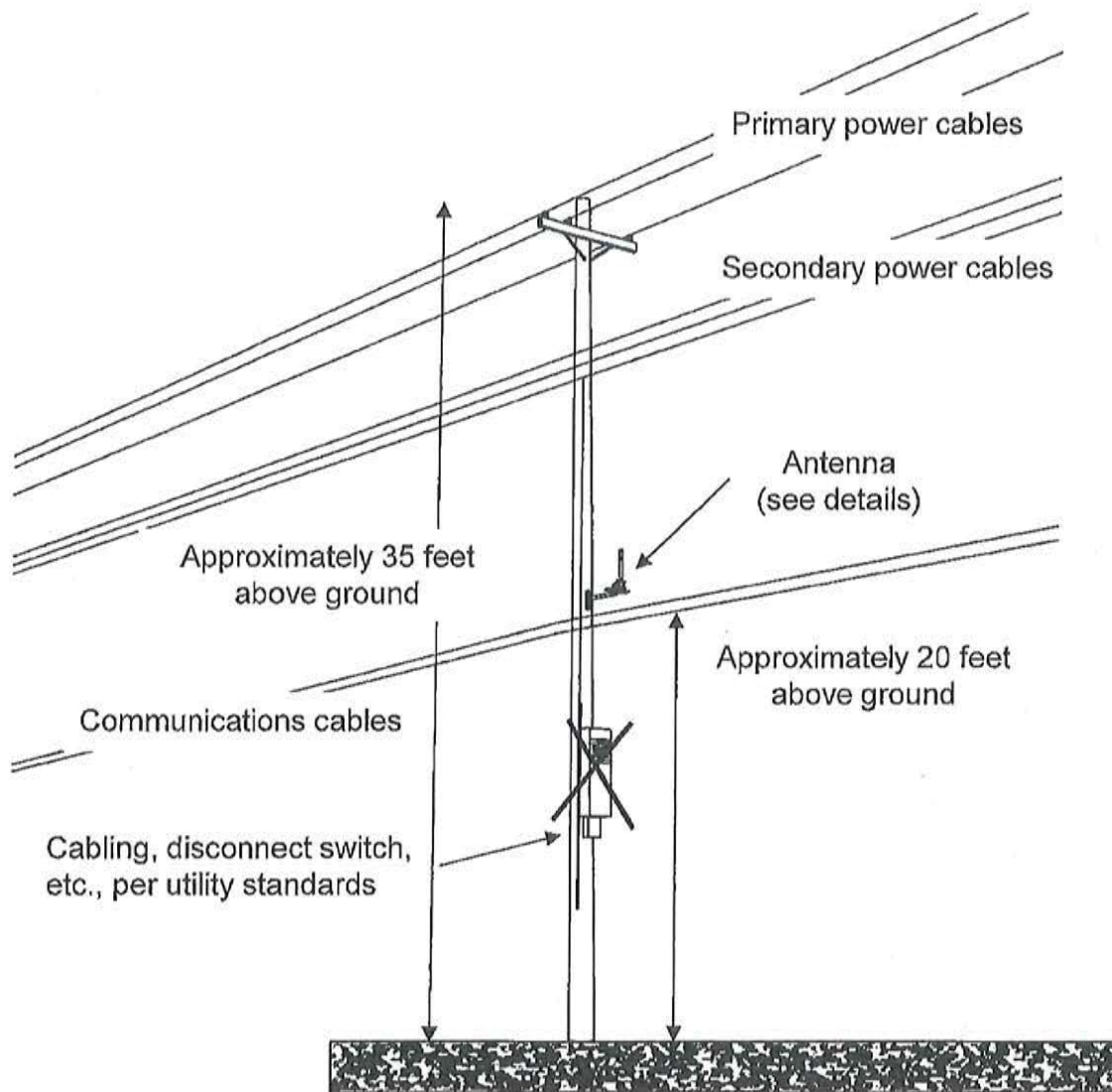


NextG Networks

Company Proprietary

Page 3, June 18, 2012

Wooden Power Pole: Antenna in Communications Space



Scale approximate
Construction will meet national and local utility safety codes

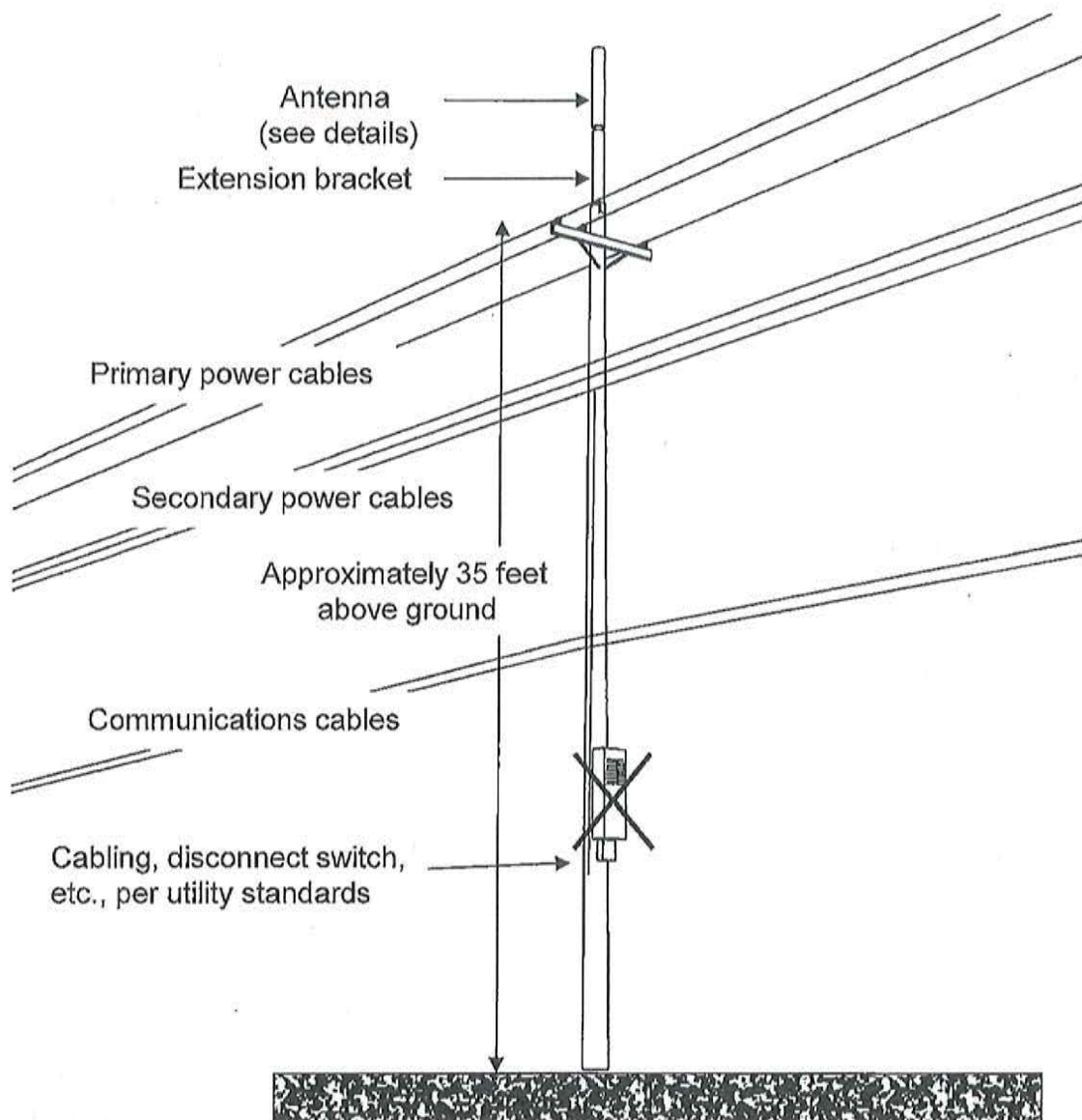


NextG Networks

Company Proprietary

Page 4, June 18, 2012

Wooden Power Pole: Poletop Antenna



Scale approximate
Construction will meet national and local utility safety codes

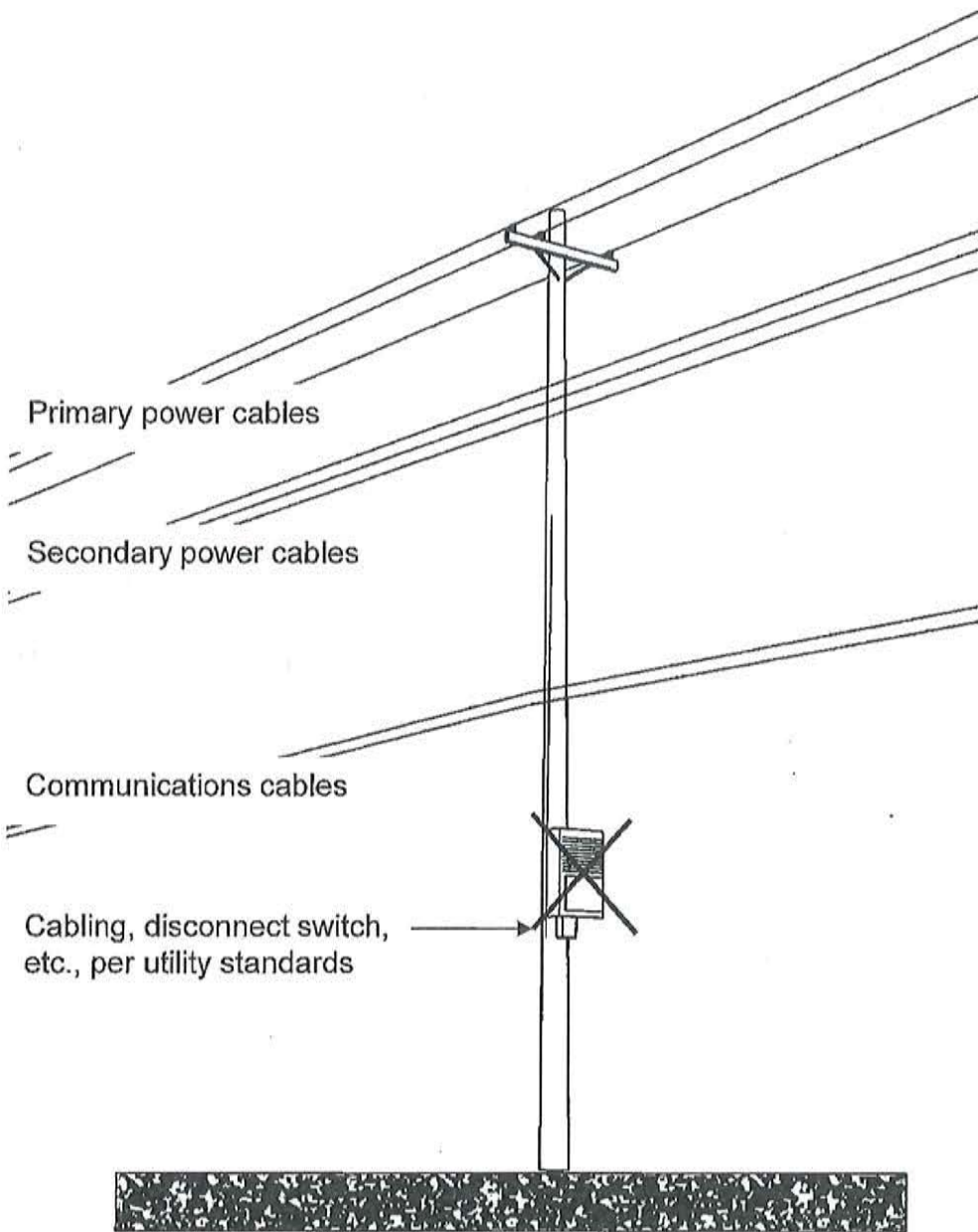


NextG Networks

Company Proprietary

Page 5, June 18, 2012

Wooden Power Pole: No Antenna



Scale approximate
Construction will meet national and local utility safety codes

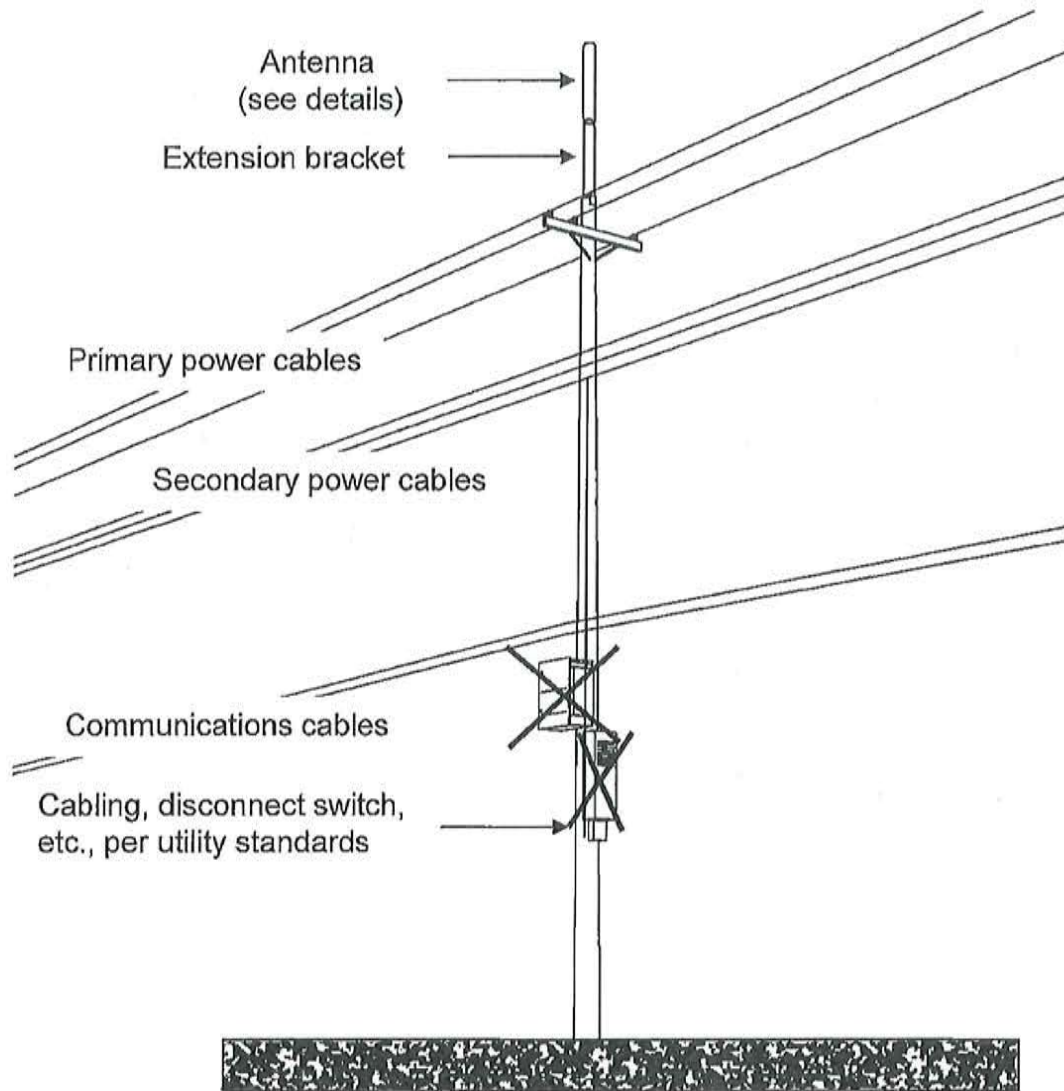


NextG Networks

Company Proprietary

Page 6, June 18, 2012

Wooden Power Pole: Poletop Antenna, Two Equipment Shrouds



Scale approximate
Construction will meet national and local utility safety codes



NextG Networks

Company Proprietary

Page 7, June 18, 2012

Poletop Antenna Designs

Engineering and design determined on a site-by-site basis,
some with extension bracket



Cylindrical-style antenna

24 to 50 inches high,
2 to 10 inches in diameter



Cylindrical-style antenna

48 to 72 inches high,
8 to 14 inches in diameter



Drum-style antenna

24 to 26 inches high,
16 to 20 inches in diameter

Scale approximate



NextG Networks

Company Proprietary

Page 8, June 18, 2012

Poletop Antenna Designs

Engineering and design determined on a site-by-site basis,
some with extension bracket



Omni ("whip")-style antenna
48 to 72 inches high,
1 to 3 inches in diameter



NextG Networks

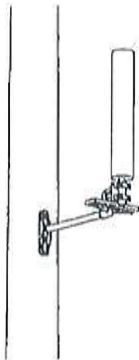
Scale approximate

Company Proprietary

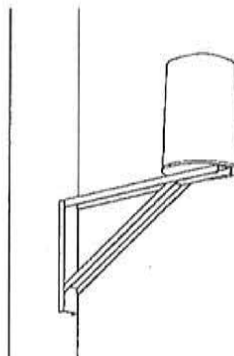
Page 9, June 18, 2012



Communications Space Antenna Designs



Cylindrical-style antenna
24 to 36 inches high,
2 to 14 inches in diameter



Drum-style antenna
24 to 26 inches high,
16 to 20 inches in diameter

Scale approximate

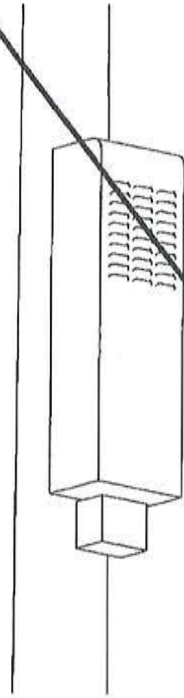


NextG Networks

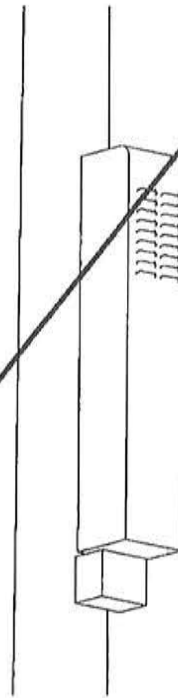
Company Proprietary

Page 10, June 18, 2012

Equipment Shroud Designs



Equipment Shroud
48 to 52 inches high,
12 to 24 inches wide,
10 to 15 inches deep



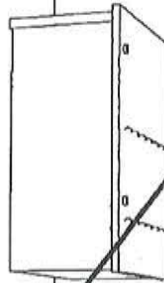
Equipment Shroud
48 to 70 inches high,
8 to 15 inches wide,
8 to 12 inches deep

Scale approximate.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



Battery Backup Unit



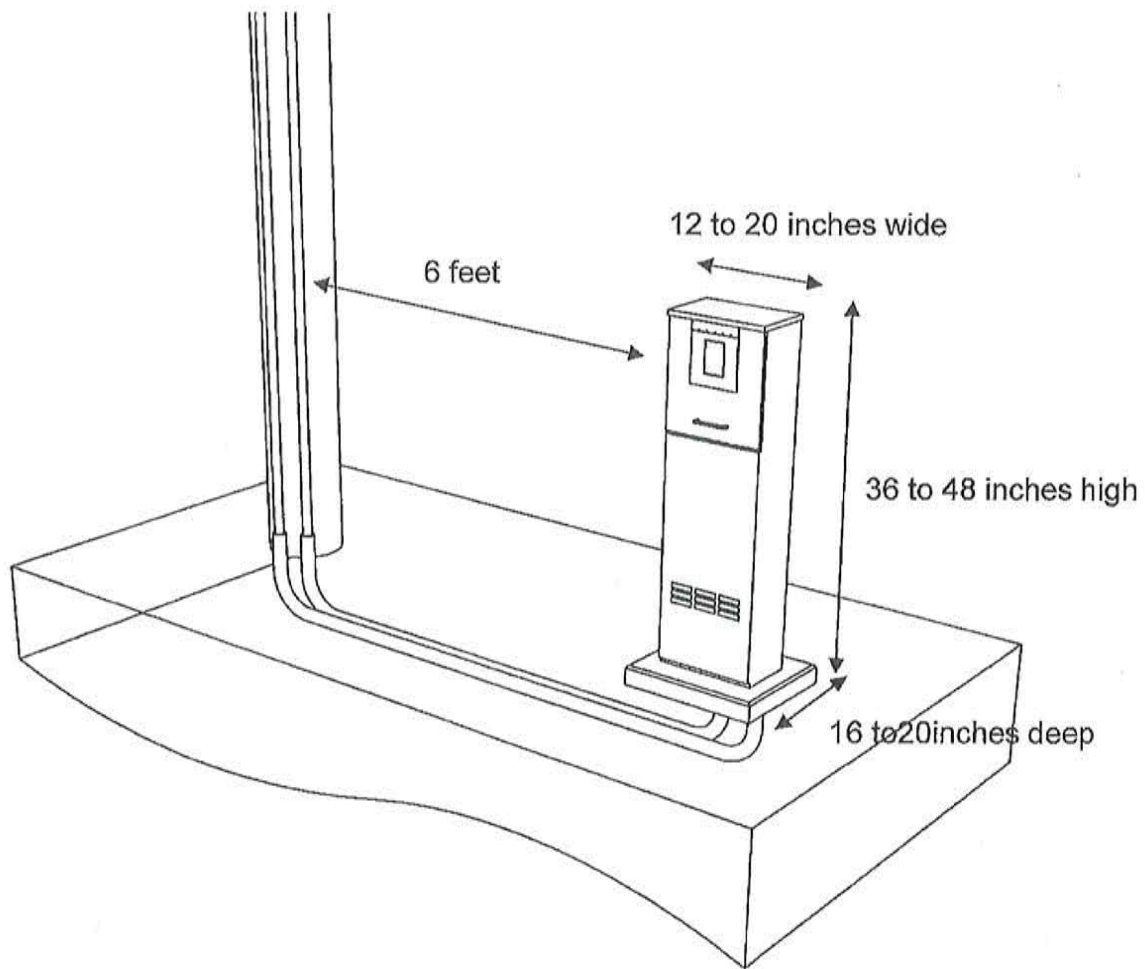
**Battery Backup Unit
36 to 70 inches high,
12 to 36 inches wide,
8 to 24 inches deep**

Scale approximate.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



Equipment on Pedestal

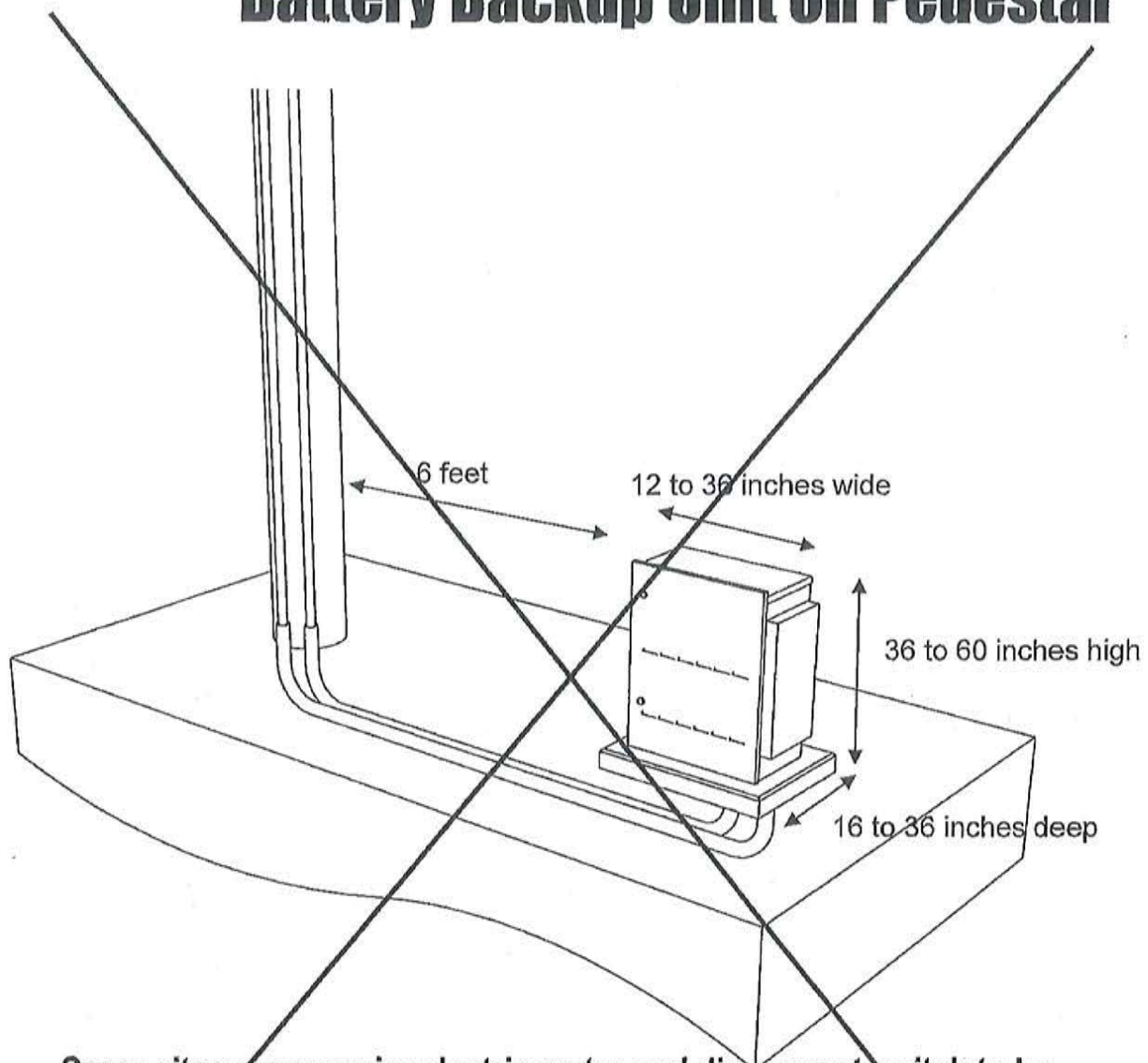


Scale approximate & dimensions are typical.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



Battery Backup Unit on Pedestal



Some sites may require electric meter and disconnect switch to be mounted on a separate pole rather than on pedestal.

Scale approximate & dimensions are typical.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.

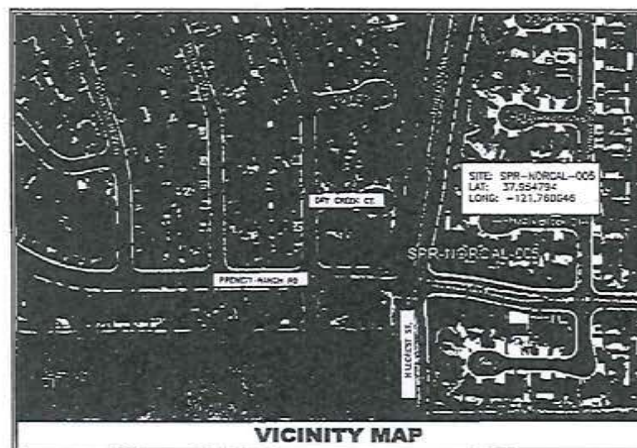


Exhibit B



NextG Networks Inc.
ANTIOCH (SF74XB986)
SPR-NORCAL-005

PREWETT RANCH RD / HILLCREST AVE (NW CORNER)
ANTIOCH, CA. 94531



Call Before you Dig!



Know what's below.
 Call before you dig.
 Call 811 Before you Dig!

SHEET	DESCRIPTION	REV.
1	TITLE SHEET	
2	UTILITY NOISE / REPAIRS PILE EQUIPMENT PROFILES	
3	SYSTEM OVERVIEW	
4	UTILITY PILE EQUIPMENT TYPICALS	

SHEET INDEX

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE STANDARDS IS TO BE CONSIDERED TO CONTRADICT ANY MORE RESTRICTIVE TO THE AGENCIES CONCERNING CODES.

- | | |
|--|----------------------------|
| 1. STATE ADMINISTRATIVE CODE | 5. STATE FENCING CODE |
| 2. STATE BUILDING CODE | 6. STATE ELECTRICAL CODE |
| 3. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 704 | 7. LOCAL BUILDING CODE |
| 4. STATE HIGHWAY CODE | 8. CITY/STATE REQUIREMENTS |
| | 9. SITES STANDARDS |

CODE COMPLIANCE

PROPERTY INFORMATION

OUTDOOR: YES/NO
 PROJECT: ANTIOCH (SF74XB986)
 NOISE: SPR-NORCAL-005
 LATITUDE: 37.554794
 LONGITUDE: -122.760046
 STREET ADDRESS: PREWETT RANCH RD / HILLCREST AVE (NW CORNER)
 CITY, STATE: ANTIOCH, CA 94531
 POLE: N/A
 POLE TYPE: METAL POLE
 BOLT CENTER: 24" x 10"
 ANTENNA HEIGHT: N/A
 ANTENNA TYPE: 4000-1710-75-10-W
 ASSESSMENT FOR ANTENNA: YES
 POLE TO POLE: MOUNTED AT POWER CABINET
 POLE ACCESS: STREET ACCESS
 POLE OWNER: N/A
 POLE LOCATION & DESCRIPTION: POLE WILL BE PLACED ON NORTH SIDE OF HILLCREST AVE, NEAR PREWETT RANCH RD.

PROJECT SUMMARY

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF AN ANTENNA AND ASSOCIATED CABLES MOUNTED ON A POLE.

NOTES: PURPOSES TO ATTACH ONE (1) ANTENNA TO AN EXISTING METAL STREET LIGHT AND TWENTY (20) POLE AND METAL A. EXISTING MOUNTED CABINET PROVIDES SPECIAL EQUIPMENT AND SAFETY SHOCK.

PROJECT SCOPE

METAL / PLATE WORK SHALL BE DONE ON THE EXISTING METAL STREET LIGHT AND TWENTY (20) POLE AND METAL A. EXISTING MOUNTED CABINET PROVIDES SPECIAL EQUIPMENT AND SAFETY SHOCK.



PROJECT INFORMATION

PREWETT RANCH RD / HILLCREST AVE (NW CORNER)
 ANTIOCH, CA 94531

CURRENT ISSUE DATE:

7/2/12

PROJECT SUBMISSION:

REV. DATE: DESCRIPTION:

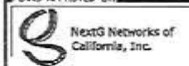
REV.	DATE	DESCRIPTION
1	2/9/12	PS LOCATION MOVED

PLANS PREPARED BY:

HP COMMUNICATIONS INC.

13011 Tanager Dr., Ste. 40
 Concord, CA 94520
 Phone: (925) 471-1818

PLANS APPROVED BY:



COMMENTS:

Blank area for project comments.

SHEET TITLE:

NextG Networks
 ANTIOCH (SF74XB986) PROJECT
 POLE PROFILE SPR-NORCAL-005

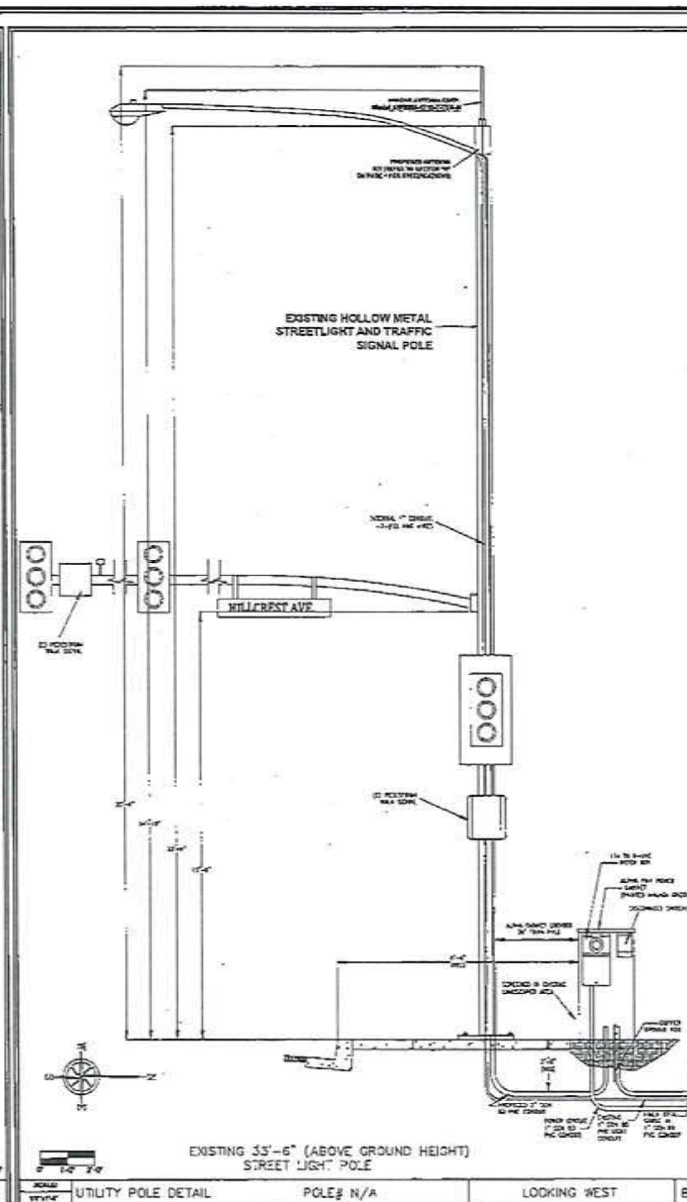
SHEET NUMBER:

1

REVISION:

1

1 OF 4

[illegible]

PROJECT INFORMATION

PROJECT NAME: HILLCREST LANE EXTENSION
 ANTIOCH, CA 94501

CURRENT ISSUE DATE

7/2/12

PREVIOUS SUBMISSION

REV. DATE DESCRIPTION

1	2/2/12	PS LOCATION	1	2
		MOVED		

PLANS PREPARED BY

HP COMMUNICATIONS INC.

13341 Commercial Ctr. Dr.
 Corona, CA 92603
 PHONE: (951) 271-1970

PLANS APPROVED BY

NextG Networks of California, Inc.

REVISIONS

COMMENTS

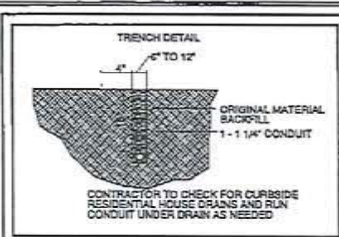
SHEET TITLE

NEXTG NETWORKS
 ANTIOCH (HILLCREST) PROJECT
 POLE PROFILE EPN-NETCAL-006

SHEET NUMBER

REVISION

3 1
 3 OF 4



NEXTG PROPOSES TO INTERCEPT EXISTING POLE CONDUIT SYSTEM AND PLACE COAXIAL CABLE UP TO ANTENNA PANELS LOCATED ON TOP OF POLE.

REMOVE AND REPLACE A 14'-0\"/>

ALPHA PM4 POWER CABINET ON A 24\"/>

SCREENED IN EXISTING LANDSCAPED AREA

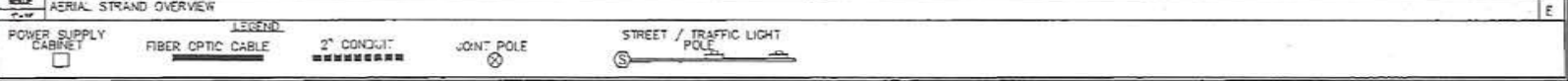
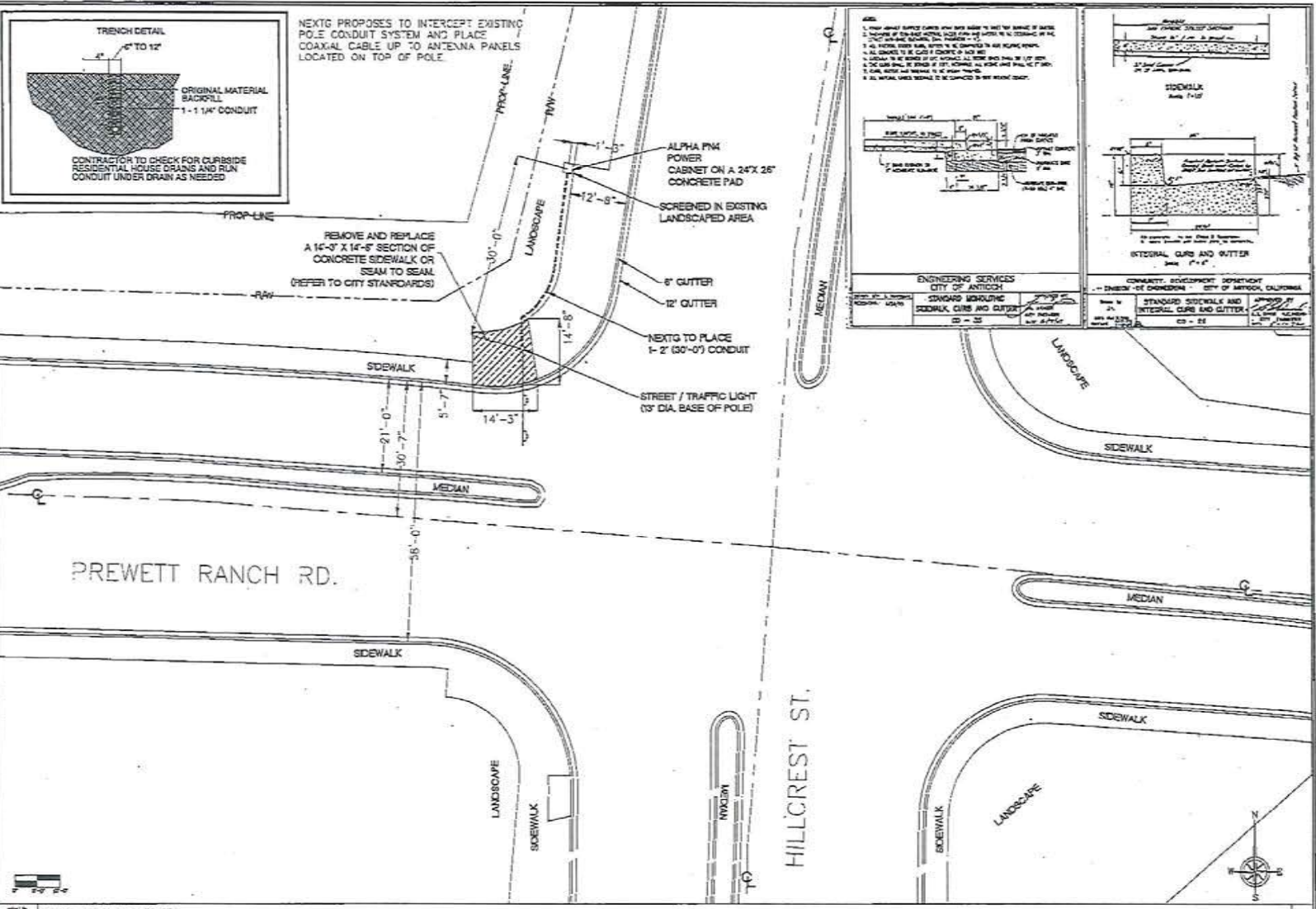
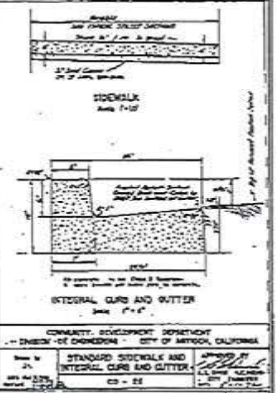
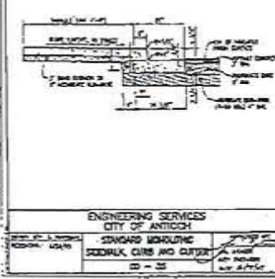
8\"/>

12\"/>

NEXTG TO PLACE 1-2\"/>

STREET / TRAFFIC LIGHT (13\"/>

1. THIS PROJECT INVOLVES THE INSTALLATION OF A NEW POLE SYSTEM TO SUPPORT THE EXISTING POLE SYSTEM.
2. THE EXISTING POLE SYSTEM IS TO BE REMOVED AND REPLACED WITH A NEW POLE SYSTEM.
3. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
4. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
5. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
6. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
7. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
8. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
9. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.
10. THE NEW POLE SYSTEM IS TO BE INSTALLED IN THE EXISTING LANDSCAPED AREA.

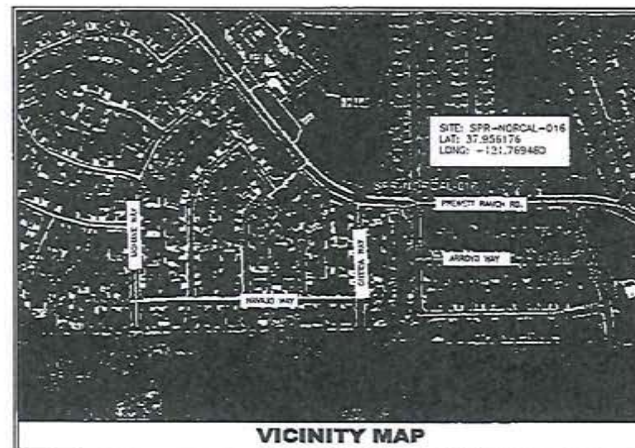


SYSTEM OVERVIEWS



NextG Networks Inc.
ANTIOCH (SF74XB986)
SPR-NORCAL-016

PREWETT RANCH RD / ONEIDA WAY (NORTH SIDE)
ANTIOCH, CA. 94531



Call Before you Dig!



Know what's below.
 Call before you dig.
 Call 811 Before you Dig!

SHEET	DESCRIPTION	REV.
1	TITLE SHEET	
2	UTILITY HOST / SUPPORT POLE EQUIPMENT PROFILES	
3	STATION OVERVIEW	
4	UTILITY POLE EQUIPMENT TYPICALS	
SHEET INDEX		

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE PROJECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AGENCIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PRECLUDE WORK NOT CONFORMING TO THE ADOPTED GOVERNING CODES.

- | | |
|---|---------------------------|
| 1. STATE ANTI-CORROSION CODE | 5. STATE PLUMBING CODE |
| 2. STATE BUILDING CODE | 6. STATE ELECTRICAL CODE |
| 3. ANTI-CORROSION LIFE SAFETY CODE (MIL-STD-1916) | 7. LOCAL BUILDING CODE |
| 4. STATE HIGHWAY CODE | 8. CITY/COUNTY ORDINANCES |
| | 9. NOTES THEREAFTER |

CODE COMPLIANCE

PROPERTY INFORMATION

CUSTOMER: 86070
 PROJECT: ANTIOCH (SF74XB986)
 NOC: SPR-NORCAL-016
 LATITUDE: 37.556176
 LONGITUDE: -121.769480
 STREET ADDRESS: PREWETT RANCH RD / ONEIDA WAY (NORTH SIDE)
 CITY, STATE: ANTIOCH, CA. 94531
 POLE 1: 1491
 POLE TYPE: METAL POLE
 PNO, C/PNO: 27-117
 ANTENNA TYPE: 800/2450-1710-71-75-A
 ANTENNA FOR ANTENNA: 0491
 POWER TO POLE: NOTED AT POWER CABINET
 POLE ACCESS: STREET ACCESS
 POLE OWNER: N/A
 POLE LOCATION IN DESCRIPTION: PREWETT RANCH RD / ONEIDA WAY NORTH SIDE

PROJECT SUMMARY

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF AN ANTENNA AND ASSOCIATED CABLES AND/OR EQUIPMENT FOR MOBILE COMMUNICATIONS. THE CONTRACTOR SHALL VERIFY THE EXISTING METAL POLE LOCATION AND HEIGHT AND SHALL IMMEDIATELY NOTIFY THE PROJECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PROJECT DESCRIPTION

METAL / PLACE NEW POLE IN EXISTING OR NEW UNDERGROUND CABLES. INSTALL ONE NEW TOWER ANTENNA AND ASSOCIATED TOP BRACKET (AS APPROPRIATE TO CARRIER'S SPECIFICATIONS). INSTALL CABLES AND/OR EQUIPMENT AND BRACKET AS REQUIRED.

PROJECT SCOPE



PROJECT INFORMATION

PREWETT RANCH RD / ONEIDA WAY (NORTH SIDE)
 ANTIOCH, CA. 94531

CURRENT ISSUE DATE:

7/2/12

PERMIT SUBMISSION:

REV. DATE DESCRIPTION

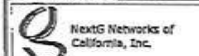
REV.	DATE	DESCRIPTION
1	7/2/12	ADD SHEET 2, 3, 4

PLANS PREPARED BY:

HP COMMUNICATIONS
 INC.

12345 Terminal Ave. Rd.
 Green, CA. 94530
 PHONE (916) 471-1919

PLANS APPROVED BY:



COMMENTS:

SHEET TITLE:

NextG Networks
 ANTIOCH (SF74XB986) PROJECT
 POLE PROFILE SPR-NORCAL-016

SHEET NUMBER

1

1

1 OF 4

NEW CONSTRUCTION

NEXTG TO INSTALL GROUND MOUNTED EQUIPMENT AND PLACE CONDUIT TO EXISTING STREETLIGHT.

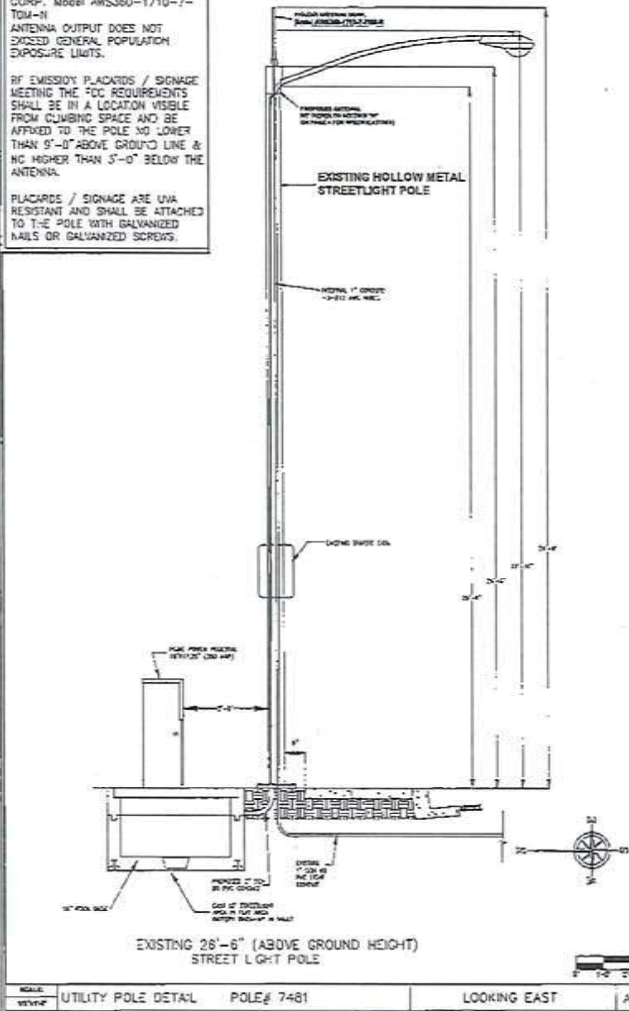
NOTES:

TOP OF POLE: 25'-6"
RAD CENTER OF ANTENNA: 27'-10"

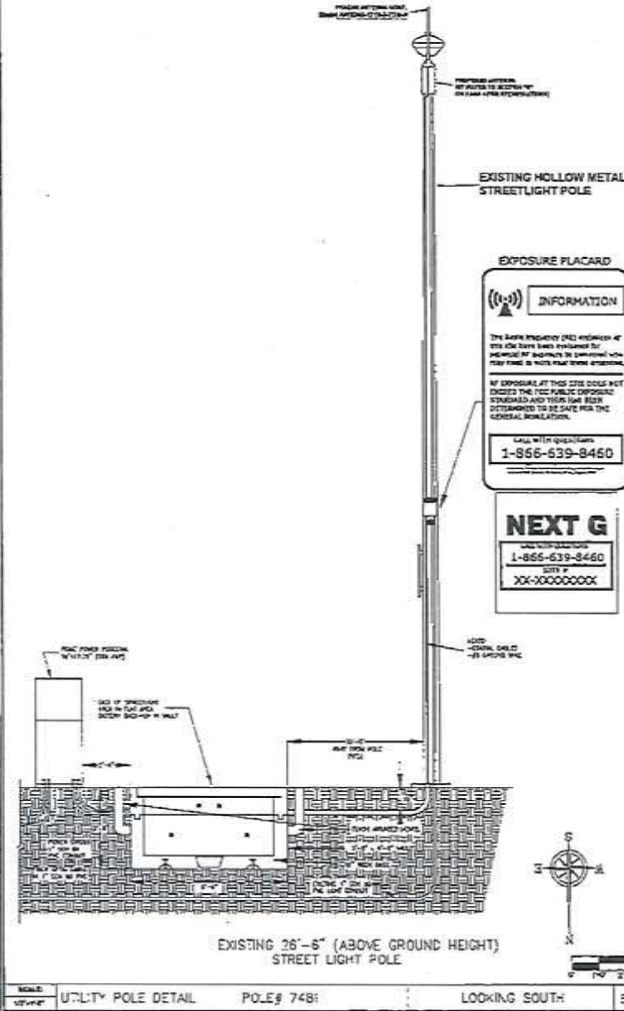
ANTENNA TYPE: PHAZAR ANTENNA
CORP. Model AKS360-1710-7-
TOM-III
ANTENNA OUTPUT DOES NOT
EXCEED GENERAL POPULATION
EXPOSURE LIMITS.

RF EMISSION PLACARDS / SIGNAGE
MEETING THE FCC REQUIREMENTS
SHALL BE IN A LOCATION VISIBLE
FROM CLIMBING SPACE AND BE
AFFIXED TO THE POLE NO LOWER
THAN 9'-0" ABOVE GROUND LINE &
NO HIGHER THAN 5'-0" BELOW THE
ANTENNA.

PLACARDS / SIGNAGE ARE UVA
RESISTANT AND SHALL BE ATTACHED
TO THE POLE WITH GALVANIZED
NAILS OR GALVANIZED SCREWS.



NOTE:
ALL EXCAVATING WILL BE IN
DIRT RIGHT -OF- WAY AREA



EXPOSURE PLACARD

INFORMATION

The Radio Frequency (RF) emissions at this site have been evaluated for potential RF exposure to personnel who may find it necessary to enter the site.

BY EXPOSURE AT THIS SITE DOES NOT EXCEED THE FCC PUBLIC EXPOSURE STANDARDS AND YOUR TIME HERE DETERMINED TO BE SAFE FOR THE GENERAL POPULATION.

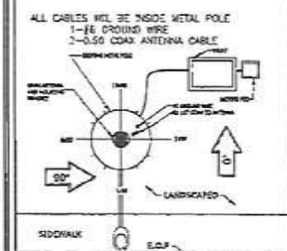
CALL WITH QUESTIONS
1-866-639-8460

NEXT G

1-866-639-8460
SITE #
XX-XXXXXXX

SITE POLE PICTURE

SCALE: 1/4" = 1'-0"



PREWETT RANCH RD.

POLE# 7481

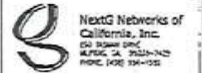
REMARK: USER POLE DETAIL

SCALE: 1/4" = 1'-0"

Call Before you Dig!



Know what's below.
Call before you dig.
Call 811 Before you Dig!



PROJECT INFORMATION

PROJECT NAME: PREWETT RANCH RD. ANTIOCH, CA 94501

CURRENT ISSUE DATE

7/2/12

PERMIT SUBMISSION

REV. DATE DESCRIPTION

1	2/13/12	ADDED NEW LOCATION	MC

PLANS PREPARED BY:

HP COMMUNICATIONS INC.

13341 Townsend Crt. No.
Concord, CA 94520
PHONE: (925) 451-1143

PLANS APPROVED BY:

NextG Networks of California, Inc.

REP.

COMMENTS

PROJECT INFORMATION

PREWETT RANCH RD / ONEIDA WAY INTERSECTION
 ANTONIO, CA 92001

CURRENT ISSUE DATE

7/2/12

PREP SUBMISSION

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	7/2/12	ISSUE FOR PERMIT	HP

PLANS PREPARED BY

HP COMMUNICATIONS INC.

12341 Tanager Dr. #2
 Irvine, CA 92618
 PHONE (951) 471-1218

PLANS APPROVED BY

NextG Networks of California, Inc.

REVISIONS

COMMENTS

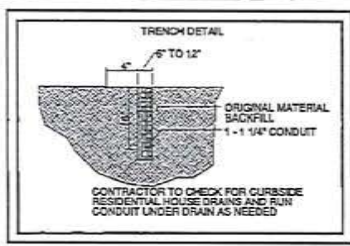
SHEET TITLE

**NextG NETWORKS
 ANTONIO (877-00348) PROJECT
 POLE PROFILE 877-00348-018**

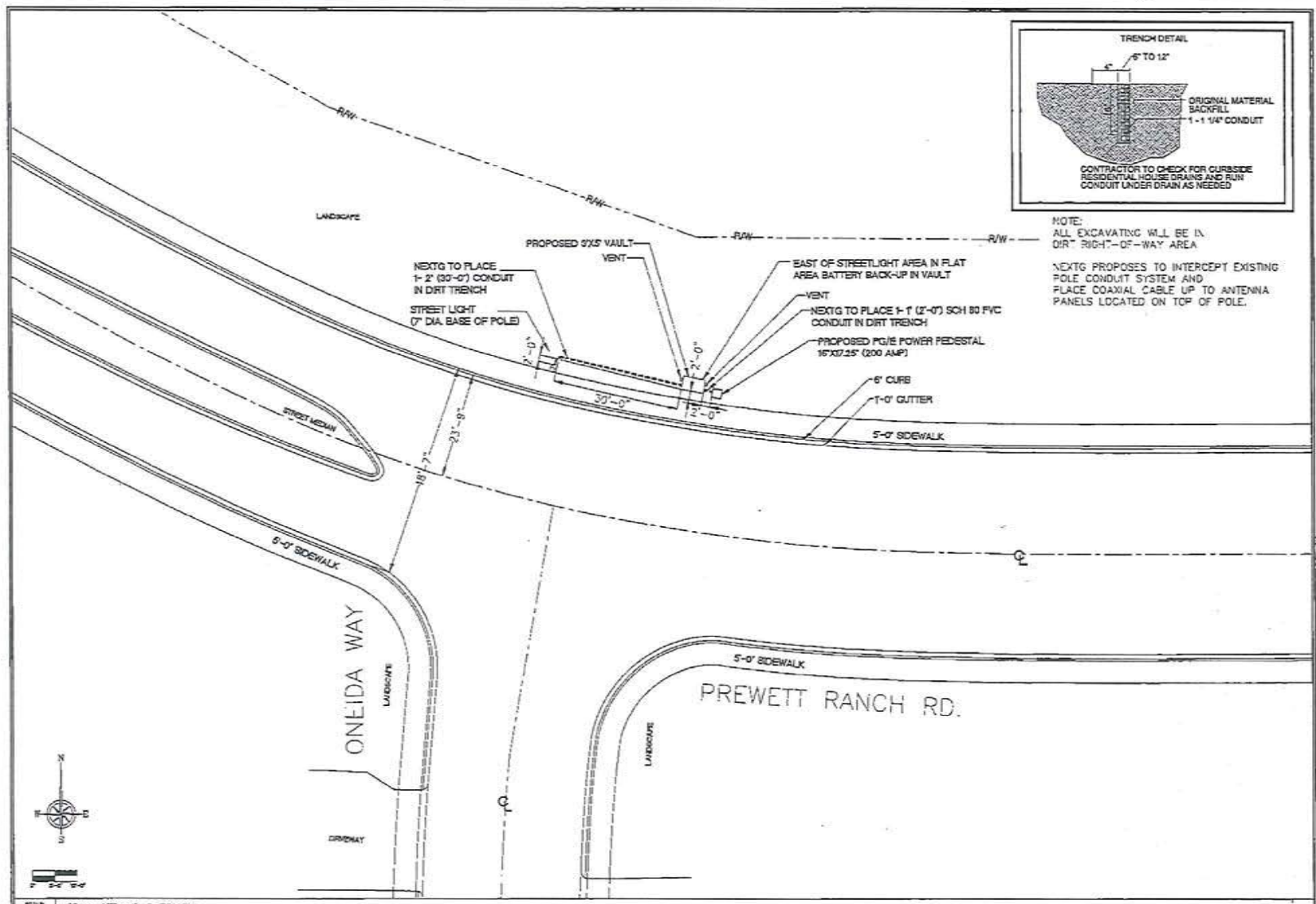
SHEET NUMBER

REVISION

3 **1**
 3 OF 4



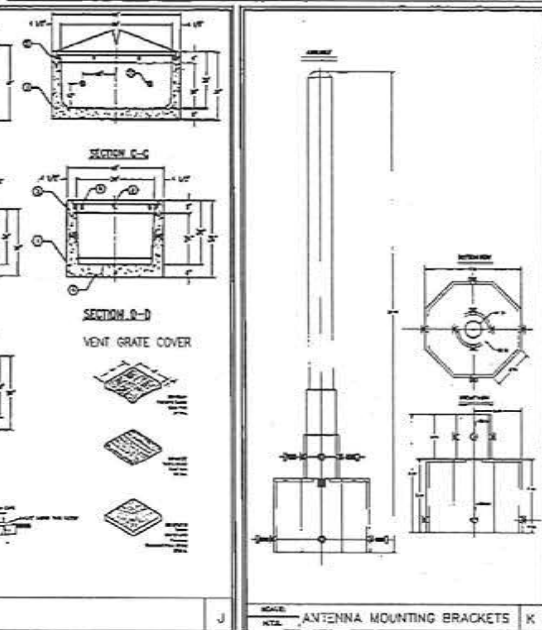
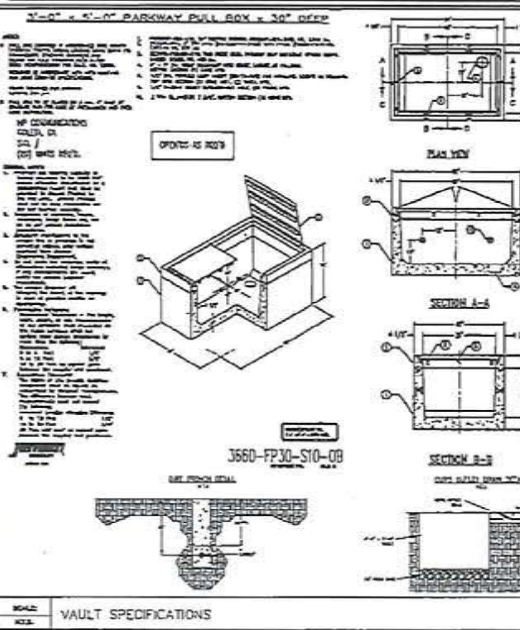
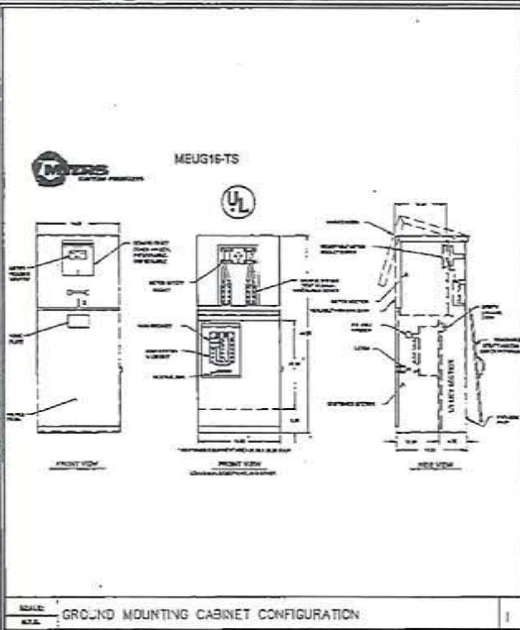
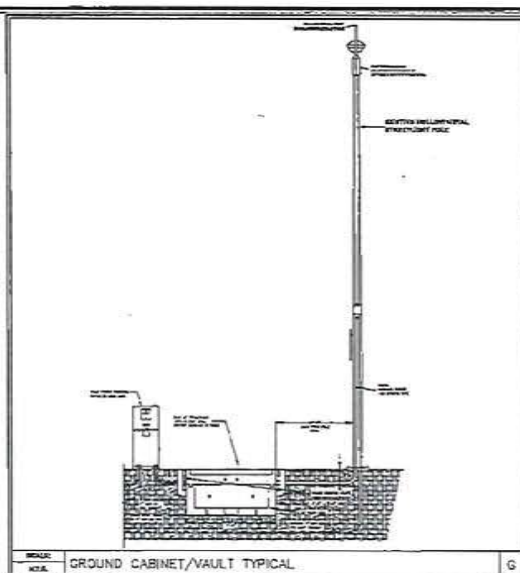
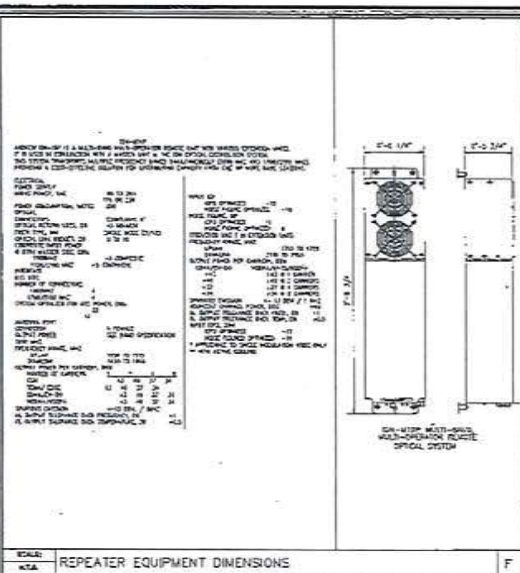
NOTE:
 ALL EXCAVATING WILL BE IN
 DIRT RIGHT-OF-WAY AREA
 NEXTG PROPOSES TO INTERCEPT EXISTING
 POLE CONDUIT SYSTEM AND
 PLACE COAXIAL CABLE UP TO ANTENNA
 PANELS LOCATED ON TOP OF POLE.



SCALE
 1\"/>

- POWER SUPPLY CABINET
- FIBER OPTIC CABLE
- 2\"/>

SYSTEM OVERVIEWS



NextG Networks of California, Inc.
 10000 N. 100th Ave.
 Suite 200
 Portland, OR 97203
 Phone: (503) 441-1100

PROJECT INFORMATION

PROJECT NAME: 10000 N. 100th Ave. (10000 N. 100th Ave.)

CURRENT ISSUE DATE: 7/2/12

PROJECT SUBMISSION:

REV. DATE: 5/13/12

DESCRIPTION: 10000 N. 100th Ave. (10000 N. 100th Ave.)

PLANS PREPARED BY: HP COMMUNICATIONS INC.

10000 N. 100th Ave. (10000 N. 100th Ave.)

PLANS APPROVED BY: NextG Networks of California, Inc.

REP: COMMENTS:

SHEET TITLE: NEXTG NETWORKS ANTENNA (10000 N. 100th Ave.) PROJECT FILE PROFILE 10000 N. 100th Ave.

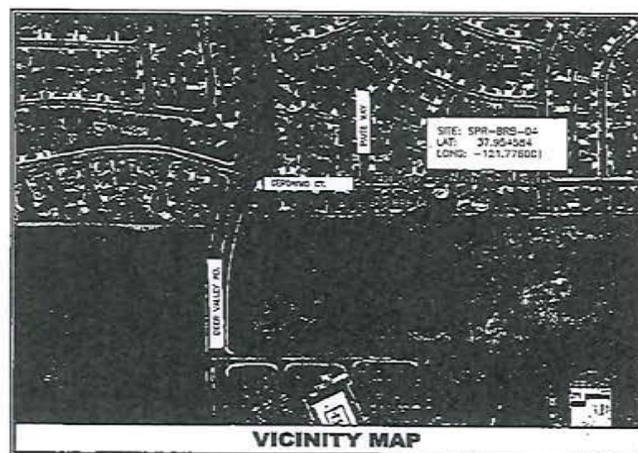
SHEET NUMBER: 4

REVISION: 1

4 OF 4



NextG Networks Inc.
ANTIOCH (SF74XB986)
SPR-BRB-04
5401 GERONIMO CT.
ANTIOCH, CA. 94531



Call Before you Dig!



Know what's below.
 Call before you dig.
 Call 811 Before you Dig!

SHEET	DESCRIPTION	REV.
1	TITLE SHEET	
2	UTILITY NOC / REPEATER POLE EQUIPMENT PROFILES	
3	EXISTING OVERSIGHT	
4	UTILITY POLE EQUIPMENT TYPICALS	
SHEET INDEX		

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. SO BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL JURISDICTION. TECHNICAL IN THESE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THE ABOVE COUNCIL CODES.

- | | |
|---------------------------------|---------------------------|
| 1. STATE ADMINISTRATIVE CODE | 5. STATE PLUMBING CODE |
| 2. STATE BUILDING CODE | 6. CALIF. ELECTRIC CODE |
| 3. MECHANICAL-220-4 LIFT SYSTEM | 7. LOCAL BUILDING CODE |
| 4. STATE MECHANICAL CODE | 8. CITY/COUNTY ORDINANCES |
| | 9. MISC. STANDARDS |

CODE COMPLIANCE

PROPERTY INFORMATION

CUSTOMER: NCTG
 PROJECT: ANTIOCH (SF74XB986)
 NOC: SPR-BRB-04
 LATITUDE: 37.954584
 LONGITUDE: -122.1778001
 STREET ADDRESS: 5401 GERONIMO CT.
 CITY, STATE: ANTIOCH, CA. 94531
 POLE 1: T2-2
 POLE TYPE: WEA. POLE
 HIG. SPAN: 27'-10"
 ANTENNA TYPE: HPS200-1710-7-TS-N
 ADMIN. FOR ANTENNA OWN:
 POWER TO POLE: METERED AT POWER COMPANY
 POLE ACCESS: STREET ACCESS
 POLE OWNER: N/A
 POLE LOCATION & DESCRIPTION: 5401 GERONIMO CT. & POLE WAY

PROJECT SUMMARY

THE PROJECT SCOPE OF THE INSTALLATION AND OPERATION OF AN ANTENNA AND ASSOCIATED ORIGIN RELATED EQUIPMENT FOR MOBILE.

PROJECT DESCRIPTION

INSTALL / PLACE NEW TOWER IN EXISTING OR NEW DISCREPANCIES. CONDUCTOR SHALL THE NEW TOWER WITHIN AND ASSOCIATED THE WORK. ENSURE IN ACCORDANCE TO CONSTRUCTION OVERLAP. INSTALL ORIGIN RELATED EQUIPMENT, SUCH AS BATTERY CABINET.

PROJECT SCOPE



PROJECT INFORMATION

5401 GERONIMO CT.
 ANTIOCH, CA. 94531

CURRENT ISSUE DATE:

7/2/12

PERMIT SUBMISSION:

REV. DATE DESCRIPTION

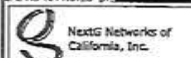
REV.	DATE	DESCRIPTION
1	5/14/12	NOCCS TOWER LOCATION AND SITEWORK

PLANS PREPARED BY:

HP COMMUNICATIONS
 INC.

13341 Redwood Dr. #8
 Concord, CA. 94520
 PHONE: (925) 421-1919

PLANS APPROVED BY:



REVISIONS

NO.	DESCRIPTION
1	NOCCS TOWER LOCATION AND SITEWORK
2	NOCCS TOWER LOCATION AND SITEWORK
3	NOCCS TOWER LOCATION AND SITEWORK
4	NOCCS TOWER LOCATION AND SITEWORK
5	NOCCS TOWER LOCATION AND SITEWORK
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7	NOCCS TOWER LOCATION AND SITEWORK
8	NOCCS TOWER LOCATION AND SITEWORK
9	NOCCS TOWER LOCATION AND SITEWORK
10	NOCCS TOWER LOCATION AND SITEWORK

SHEET TITLE

NextG Networks
 ANTIOCH (SF74XB986) PROJECT
 POLE PROFILE SPR-BRB-04

SHEET NUMBER

1

1 OF 4

NEW CONSTRUCTION

NEXTG TO INSTALL GROUND MOUNTED EQUIPMENT AND PLACE CONDUIT TO EXISTING STREETLIGHT.

NOTES:

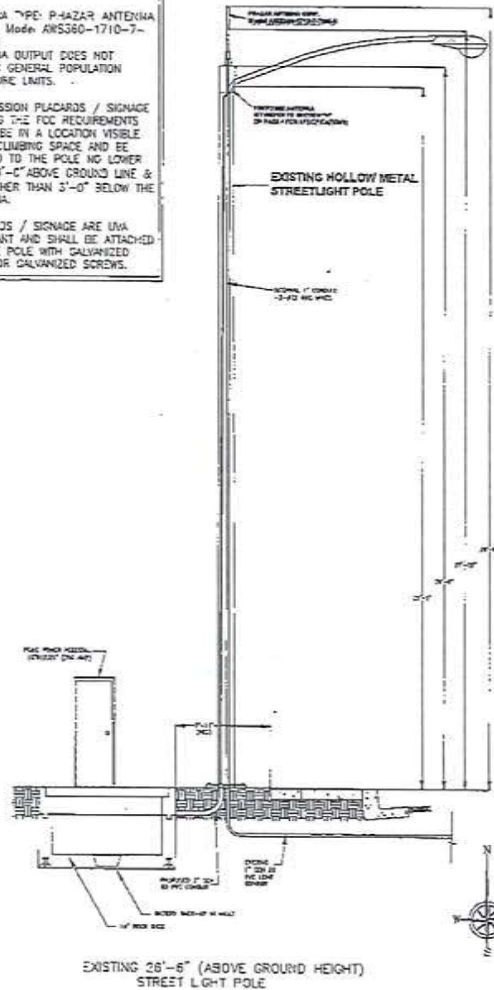
TOP OF POLE: 25'-6"
RAD CENTER OF ANTENNA: 27'-10"

ANTENNA TYPE: P-AZAR ANTENNA
CORP. Model AWS360-1710-7-
70V-N

ANTENNA OUTPUT DOES NOT
EXCEED GENERAL POPULATION
EXPOSURE LIMITS.

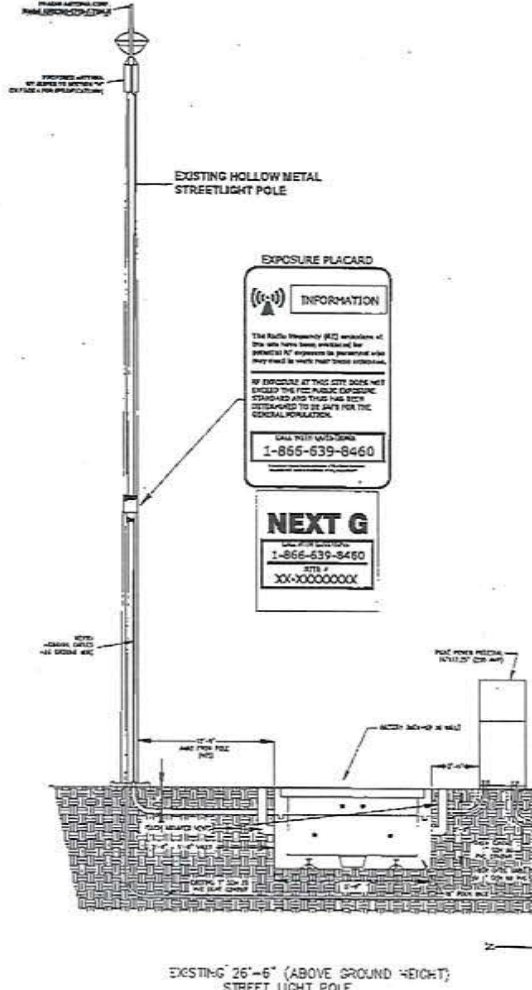
RF EMISSION PLACARDS / SIGNAGE
MEETING THE FCC REQUIREMENTS
SHALL BE IN A LOCATION VISIBLE
FROM CLIMBING SPACE AND BE
AFFIXED TO THE POLE NO LOWER
THAN 5'-0" ABOVE GROUND LINE &
NO HIGHER THAN 3'-0" BELOW THE
ANTENNA.

PLACARDS / SIGNAGE ARE UNK.
RESISTANT AND SHALL BE ATTACHED
TO THE POLE WITH GALVANIZED
NAILS OR GALVANIZED SCREWS.



UTILITY POLE DETAIL POLE# 7212 LOOKING NORTH A

NOTE:
ALL EXCAVATING WILL BE IN
DIRT RIGHT - OF - WAY AREA



UTILITY POLE DETAIL POLE# 7212 LOOKING EAST B

EXPOSURE PLACARD

INFORMATION

The Radio Frequency (RF) emissions of this site have been evaluated by an independent RF expert in accordance with the FCC's guidelines. The results of the evaluation are provided in this document. The results of the evaluation are provided in this document.

BY EXPOSURE AT THIS CITY DOES NOT EXCEED THE FCC PUBLIC EXPOSURE STANDARD AND THIS HAS BEEN DETERMINED TO BE SAFE FOR THE GENERAL POPULATION.

CALL FOR INFORMATION
1-866-639-8460

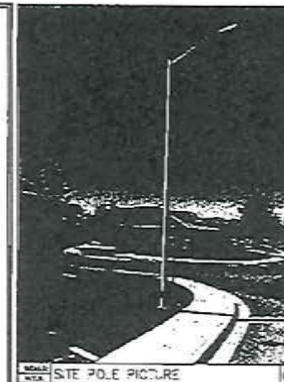
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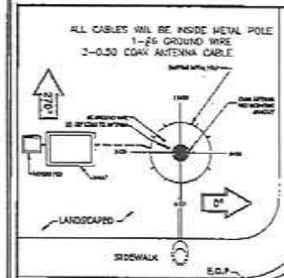
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SCALE SITE POLE PICTURE C



SCALE RISER POLE DETAIL D

PLATE WAY

POLE# 7212

POLE# 7212

POLE# 7212

POLE# 7212

POLE# 7212

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Call Before you Dig!
811
Know what's below.
Call before you dig.
Call 811 Before you Dig!

NextG Networks of
California, Inc.
400 N. Main Street
Redwood City, CA 94063
Phone: (650) 991-1500

PROJECT INFORMATION

San Francisco, CA

CURRENT ISSUE DATE

7/2/12

PERMIT SUBMISSION

REV. DATE DESCRIPTION

1 5/14/12 ADDS WALK LOCATION AND ADDRESS FOR

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UTILITY NODE / REPEATER POLE EQUIPMENT PROFILES

2 1
2 OF 4



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: PHONE: (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Federal Insurance Company	
		INSURER B: Travelers Property Casualty Co of Amer	
		INSURER C: Berkshire Hathaway Specialty Insurance Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25332063

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7021-02-28	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-474M9749-17	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 25,000			47-UMO-303445-01	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2JUB-474M9694-17 TRKUB-474M9701-17	4/1/2017 4/1/2017	4/1/2018 4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 815874 SF ANTIOCH

See Attached:

CERTIFICATE HOLDER**CANCELLATION**

CITY OF ANTIOCH, CA C/O FINANCE DEPT PO BOX 5007 ANTIOCH, CA 94531-5007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Coll:5053307 Tpl:2134180 Cert:25332063 ©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 713115

LOC#: _____

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is included as an Additional Insured under the General Liability, Automobile Liability and Umbrella/Excess Liability policies as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

The General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured when required by written contract but always subject to the policy terms, conditions and exclusions and as permitted by law.

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name	4/1/2017 Edition
24/7 Chesapeake Holdings, LLC	Crown Castle MM Holding Corp.
24/7 Mid-Atlantic Network, LLC	Crown Castle MM Holding LLC
24/7 Mid-Atlantic Network of Virginia, LLC	Crown Castle MULLC
Access Fiber Group Holdings LLC	Crown Castle NG Atlantic LLC
Access Fiber Group, Inc.	Crown Castle NG Central LLC
AirComm of Avon, L.L.C.	Crown Castle NG East LLC
Atlantic Coast Communications LLC	Crown Castle NG Networks LLC
CA - CLEC LLC	Crown Castle NG West LLC
CCT2 Holdings LLC	Crown Castle Operating Company
CC Castle International LLC	Crown Castle Orlando Corp.
CC Towers Holding LLC	Crown Castle PR LLC
CC TS LLC	Crown Castle PR Solutions LLC
CC FN Holdings LLC	Crown Castle PT Inc.
CC Finance LLC	Crown Castle Puerto Rico Corp.
CC Holdings GS V LLC	Crown Castle Services LLC
CC Site Acquisitions II LLC	Crown Castle Solutions LLC
CC Sunesys Fiber Networks LLC	Crown Castle South LLC
CC TM PA LLC	Crown Castle TDC LLC
CC Towers Guarantor LLC	Crown Castle TLA LLC
CCATT Holdings LLC	Crown Castle Towers 05 LLC
CCATT LCC	Crown Castle Towers 06-2 LLC
CCATT PR LLC	Crown Castle Towers 09 LLC
CCGS Holdings Corp.	Crown Castle Towers LLC
CCPR VI Tower Newco LLC	Crown Castle MUPA LLC
CCS & E LLC	Crown Castle USA Inc.
CCTM Holdings LLC	Crown Communication LLC
CCTM1 LLC	Crown Communication New York, Inc.
CCTM2 LLC	DAS Development Corporation
CCTMO LLC	Fibernet Direct Florida LLC
ComSite Venture, Inc.	Fibernet Direct Holdings LLC
Chesapeake Fiber, LLC	Fibernet Direct TEL LLC
Coastal Antennas LLC	Fibernet Direct Texas LLC
Coverage Plus Antenna Systems LLC	Global Signal Acquisitions II LLC
Crown Atlantic Company LLC	Global Signal Acquisitions III LLC
Crown Mobile Systems, Inc.	Global Signal Acquisitions IV LLC
Crown Castle AS LLC	Global Signal Acquisitions LLC
Crown Castle Atlantic LLC	Global Signal GP LLC
Crown Castle Augusta LLC	Global Signal Holdings III LLC
Crown Castle BP ATT LLC	Global Signal Holdings IV LLC
Crown Castle CA Corp.	Global Signal Operating Partnership, L.P.
Crown Castle GS III Corp.	Global Signal Services LLC
Crown Castle GT Company LLC	GoldenState Towers, LLC
Crown Castle GT Corp.	GS Savings Inc.
Crown Castle GT Holding Sub LLC	High Point Management Co. LLC
Crown Castle International Corp.	ICB Towers, LLC
Crown Castle International LLC	InfraSource FI, LLC
Crown Castle International Corp. de Puerto Rico	InSITE Fiber of Virginia LLC
Crown Castle Investment II Corp.	InSITE Solutions LLC
Crown Castle Investment Corp.	Interstate Tower Communications LLC

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name	4/1/2017 Edition
Intracoastal City Towers LLC	TowerOne East Rockhill 001, LLC
LL Q1-16, LLC	TowerOne Marple, LLC
Mobile Media California LLC	TowerOne Middleton 003, LLC
Mobile Media National LLC	TowerOne Middletown 001, LLC
Modeo LLC	TowerOne Middletown 002, LLC
Md7 Capitol One, LLC	TowerOne North Coventry, LLC
MW Cell REIT I LLC	TowerOne Partners, LLC
MW Cell TRS I LLC	TowerOne Richland, LLC
NewPath Networks Holding LLC	TowerOne Upper Pottsgrove, LLC
NewPath Networks LLC	TowerOne Upper Pottsgrove 002, LLC
NY - CLEC LLC	TowerOne Warminster 001, LLC
OP 2 LLC	TowerOne Warrington 002, LLC
OP LLC	TriStar Investors LLC
P3 CHB-I, LLC	TVHT, LLC
PA - CLEC LLC	WA - CLEC LLC
Pinnacle San Antonio L.L.C.	WCP Wireless Lease Subsidiary, LLC
Pinnacle Towers Acquisition Holdings LLC	WCP Wireless Site Funding LLC
Pinnacle Towers Acquisition LLC	WCP Wireless Site Holdco LLC
Pinnacle Towers Asset Holding LLC	WCP Wireless Site Non-RE Funding LLC
Pinnacle Towers Canada, Inc.	WCP Wireless Site Non-RE Holdco LLC
Pinnacle Towers III LLC	WCP Wireless Site RE Funding LLC
Pinnacle Towers Limited	WCP Wireless Site RE Holdco LLC
Pinnacle Towers LLC	Wireless Funding, LLC
Pinnacle Towers V Inc.	Wireless Realty Holdings II, LLC
Pinnacle St. Louis LLC	Wireless Revenue Properties, LLC
PR Site Development Corporation	
PR TDC Corporation	
Princeton Ancillary Services II LLC	
Princeton Ancillary Services III LLC	
Radio Station WGLD LLC	
RGP Tower Group, LLC	
Shaffer & Associates, Inc.	
Sierra Towers, Inc.	
Sunesys, LLC	
Sunesys Enterprise LLC	
Sunesys of Massachusetts, LLC	
Sunesys of Virginia, Inc.	
Tower Development Corporation	
Towers Finco LLC	
Towers Finco II LLC	
Towers Finco III LLC	
Tower Systems LLC	
Tower Technology Company of Jacksonville LLC	
Tower Ventures III, LLC	
TowerOne 2012, LLC	
TowerOne Allentown 001, LLC	
TowerOne Bethlehem 001, LLC	
TowerOne Doylestown, LLC	

INSURER CANCELLATION TERMS

NAMED INSURED Crown Castle International	POLICY NO. Various
EFFECTIVE DATE SEE PAGE 1	

Person or Organization:

Person(s) or organization(s) that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with notice of cancellation for any reason other than non-payment of premium, provided that, within 10 days of the date the producer or the first named insured receives a copy of the notice of cancellation, the producer or the first named insured provides us with a spreadsheet containing the name, address and, if available, e-mail address of the person(s) or organization(s) to whom such notice of cancellation is to be sent.

All other terms and conditions remain unchanged.

Cancellation Terms:

When we cancel this policy as described in the Cancellation condition for any reason other than non-payment of premium, we will also send to the person or organization described in the Schedule a notice of at least 30 days in advance of the cancellation date.

Any failure on our part to deliver such notice will not:

- impose liability of any kind upon us; or
- invalidate the cancellation.

Cancellation Terms Apply to the Following Coverages:


General Liability, Automobile Liability and Workers Compensation


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Phil Hoffmeister, Administrative Analyst II 

SUBMITTED BY: Scott Buenting, Acting Public Works Director/City Engineer 

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: Renaming Geographical Locations of "Sq_" in Compliance with AB 2022

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the street name change from "Sq_ Court" to "Julpun Court" in compliance with Assembly Bill 2022.

FISCAL IMPACT

If approved by Council, and the California Advisory Committee on Geographic Names (CACGN) thereafter, only one residential street sign will need to be changed. The Fiscal Year 2024/25 General Fund Public Works Department budget includes adequate funding for the street sign replacement.

DISCUSSION

On November 19, 2021, the Secretary of the Interior issued Secretarial Order 3404 declaring "Squaw" ("Sq_") to be derogatory and mandating its removal from geographic features. On September 23, 2022, Assembly Bill (AB) 2022 was signed into California law and declared "Sq_" an offensive ethnic, racial, and sexist slur towards indigenous women, and mandated the removal of this derogatory term from all California geographic features and place names.

Public agencies were required to identify and report all instances of the use of "Sq_" under their jurisdiction to the California Advisory Committee on Geographic Names (CACGN), a liaison to the U.S. Board on Geographic Names. CACGN is coordinating the state-wide implementation of AB 2022 and requires proposed replacement name(s) to be submitted to the Committee by November 1, 2024, and implemented by January 1, 2025.

City staff identified one location of "Sq_", which is a residential cul-de-sac within the City's jurisdiction (Attachment B). That location was forwarded to the CACGN and recorded as ID Number: Sq. 24-76.

In accordance with AB 2022, on April 1, 2024, staff mailed consultation requests to 11 California Native American tribes provided by the CACGN. No responses were received from any tribe. Staff met to discuss possible names that would comply with AB 2022 while also recognizing indigenous peoples and tribes to Antioch. To honor and recognize people of the Bay Miwok Tribe indigenous to the area, "Julpun" was considered the best replacement for "Sq_".

On September 23, 2024, a letter was sent to 10 of the 11 tribes informing them of the name change to "Julpun." On that same date, a separate letter was sent to the eleventh, Mr. Cosme Valdez, Chairperson of the Nashville Enterprise Miwok-Maidu-Nishinam, again requesting consultation and approval of the use of "Julpun" and inviting tribe members to attend this Council meeting. No responses were received.

On October 2, 2024, staff attempted to reach Mr. Valdez by phone. There was no answer and staff left a voicemail. No return phone call was received. On October 3, 2024, staff emailed Mr. Valdez regarding the name change. No reply to that email was received.

With the above actions, the City has fulfilled its obligation under AB 2022 for required outreach to the California Native American Tribes and has selected the replacement name of "Julpun" for "Sq_" Court. City Council has the following options:

1. Accept the suggested name change from "Sq_ Court" to "Julpun Court"; or
2. Suggest and approve a different name.

Regardless of the option selected, a new name must be approved at this meeting and the City must submit the Resolution to the CACGN to meet the November 1, 2024, deadline.

ATTACHMENTS

- A. Resolution
- B. Location of "Sq_" Court

ATTACHMENT “A”

RESOLUTION NO. 2024/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE RESIDENTIAL STREET NAME CHANGE OF “SQ_ COURT” TO “JULPUN COURT”

WHEREAS, on September 23, 2022, Governor Gavin Newsom signed Assembly Bill No. 2022 (AB 2022) into law. Under that law, the word “Squaw” (“Sq_”) has been declared an offensive ethnic, racial, and sexist slur;

WHEREAS, under AB 2022, all public agencies are required to identify and report all instances of the use of “Sq_” under their jurisdiction to the California Advisory Committee on Geographic Names (CACGN);

WHEREAS, the City identified one instance of “Sq_” within its jurisdiction at “Sq_ Court” and forwarded that name and location to the CACGN which assigned ID number Sq. 24-76;

WHEREAS, the City pursued all methods of outreach to California Native American Tribes suggested by the CACGN;

WHEREAS, the City received no responses to those attempted outreach efforts;
and

WHEREAS, the City considered and selected the replacement name of “Julpun” in honor of the indigenous Bay Miwok Native American Tribe.

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

1. Changes the public street of “Sq_ Court” to “Julpun Court”; and
2. Directs the Acting Public Works Director/City Engineer to forward this Resolution to the California Advisory Committee on Geographic Names (CACGN) for their consideration and approval.

* * * * *

RESOLUTION NO. 2024/xxx

October 22, 2024

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

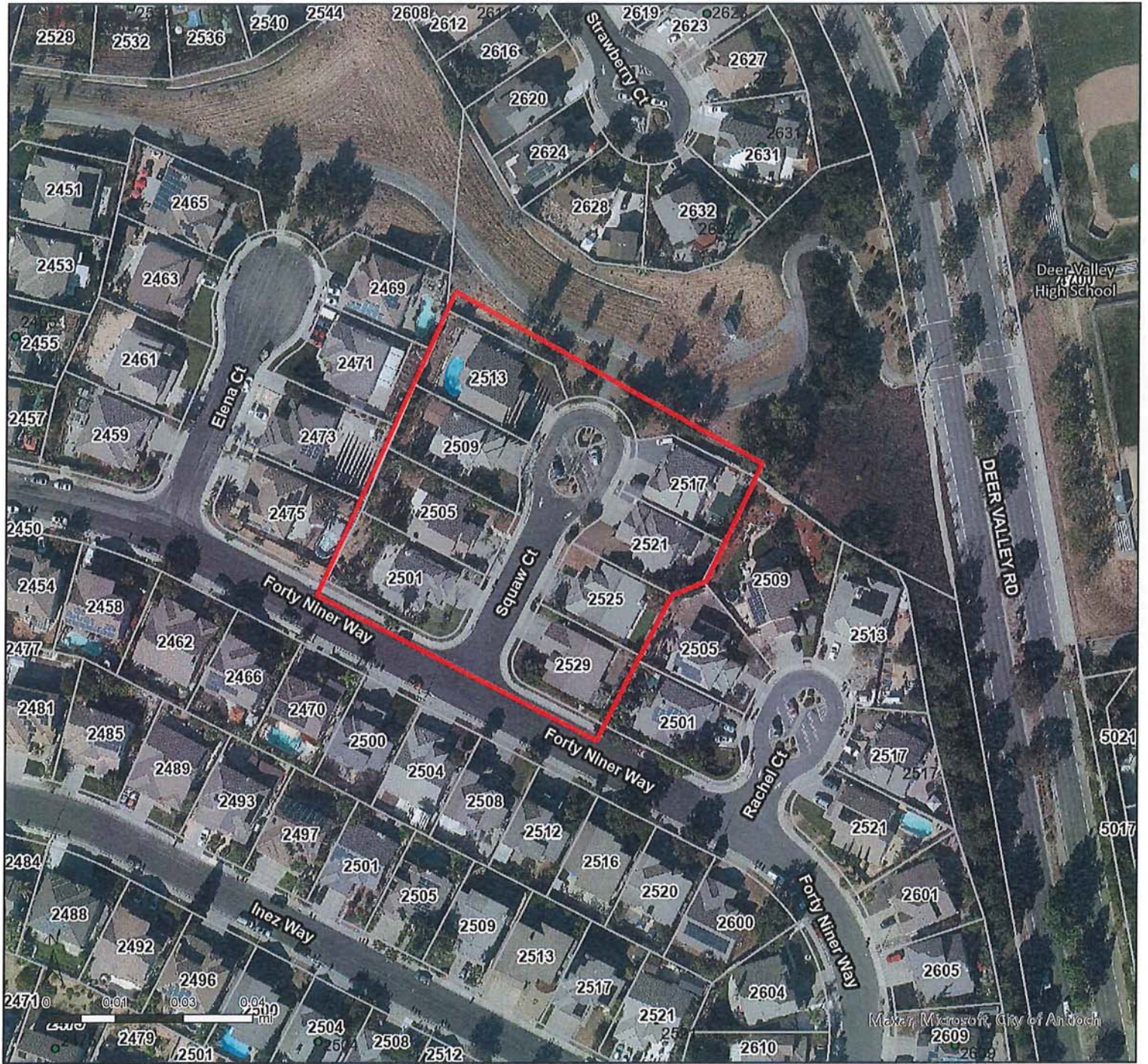
NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"




Location of Sq_ Court


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst II 

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Public Hearing to Consider Adoption of Resolution to Approve a Fifth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority and Approve and Adopt the East Contra Costa Regional Fee Program Update Report to Add the 18 New Projects into the List of Projects to be Funded with RTDIM Fee Revenues; P.W. 631

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving and authorizing the City Manager or designee to execute a Fifth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority and approving and adopting the East Contra Costa Regional Fee Program 2024 Update Report to add the 18 new projects into the list of projects to be funded with RTDIM fee revenues, with no change to the RTDIM fee rates.

FISCAL IMPACT

The following East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") Regional Transportation Development Impact Mitigation ("RTDIM") fees will continue to be collected by the cities of Brentwood, Antioch, Oakley, Pittsburg, and unincorporated east Contra Costa County and forwarded to ECCRFFA. The City collects and retains an additional 1% of the fees to cover administrative costs per the ECCRFFA JEPA.

ECCRFFA RTDIM FEE	January 2024	ECCRFFA Fee Rebate	New Fee Less Rebate
Single Family Residential	\$28,313	15%	\$24,066
Multi-Family Residential	\$17,380	15%	\$14,773
Commercial	\$2.35		\$2.35
Office	\$2.04		\$2.04
Industrial	\$2.04		\$2.04
Other	\$28,313		\$28,313

DISCUSSION

In 1994, Contra Costa County and the cities of Antioch, Brentwood and Pittsburg entered into an agreement for the formation of the ECCRFFA as a joint powers agency. Subsequently, various amendments have added the City of Oakley as an ECCRFFA member and amended the fee and list of transportation projects.

The purpose of ECCRFFA is to identify, prioritize, and fund regional transportation projects and establish a uniform regional development fee for project funding. In addition, ECCRFFA sets funding goals and project implementation schedules through its strategic planning process. To date, ECCRFFA has been successful in jointly funding construction of State Route 4 (previously State Route 4 Bypass) through Oakley, Antioch and Brentwood from State Route 160 to old State Route 4 along Marsh Creek Road and Vasco Road, including the more recent interchange improvements at Sand Creek Road and Balfour Road, as well as the Mokelumne Bicycle/Pedestrian Overcrossing.

ECCRFFA has updated its project list over the years and the most recent update on the transportation project list was in 2021. ECCRFFA's fees were last adopted in 2005 and are subject to automatic annual adjustments. The proposed action will leave ECCRFFA fees unchanged but will update the fee program to add 18 new projects that will be eligible for ECCRFFA funding.

On January 26, 2021, the City Council approved the Fourth Amendment to the JEPA for the ECCRFFA and approved and adopted the East Contra Costa Regional Fee Program Update Report to include Sand Creek Road from State Route 4 to Deer Valley Road.

On June 13, 2024, by a 4-1 vote, the East Contra Costa Regional Fee and Financing Authority Board of Directors adopted Resolution No. 2024/01, which made certain findings and took several actions, including adopting the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update ("2024 Program Update") adding 18 new projects to the ECCRFFA Project List to mitigate the regional transportation impacts of new development within ECCRFFA's jurisdiction through 2040. The resolution also recommended the Authority's member agencies - i.e., the cities of Antioch, Brentwood, Oakley, and Pittsburg, and Contra Costa County- approve a Fifth Amendment to the ECCRFFA Joint Exercise of Powers Agreement.

The Fifth Amendment approved and recommended by Resolution No. 2024/01 would have removed the priority of the James Donlon Extension (JDE) project that would extend James Donlon Boulevard from Somersville Road to Kirker Pass Road, as a Third Priority Project, and it would have provided that all further project prioritization would be determined by the Board through the adoption of a strategic plan.

The City of Pittsburg's representative on the Board voted "no" on Resolution No. 2024/01 and indicated that the City would not approve the Fifth Amendment in its current form because it did not expressly prioritize other projects on the ECCRFFA project list benefitting Pittsburg in lieu of the JDE project, and it did not expressly reallocate to those other projects the funds that had been reserved for the JDE project.

City of Pittsburg has requested that two projects on the ECCRFFA Project List be

prioritized in lieu of the JDE project, and that the funds reserved for the JDE project should be reallocated to these two replacement projects. The revised Fifth Amendment to the ECCRFFA joint exercise of powers agreement, prioritizes the following two projects in lieu of the JDE project: 1) the West Leland Road - Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road; and 2) Pittsburg-Antioch Highway - Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits (together the "Replacement Projects"). The revised Fifth Amendment also prioritizes the Replacement Projects as Third Priority Projects, and reallocates funds reserved for the JDE project to these two projects. While the JDE project will remain on the ECCRFFA Project List, it will no longer have a particular priority and would be subject to prioritization through the strategic planning process. The updated August 2024 ECCRFFA Strategic Plan, with the Replacement Projects added and the JDE Project deleted.

On August 8, 2024, ECCRFFA approved a revised Fifth Amendment to the JEPA for ECCRFFA to do all of the following among other things: add 18 new projects described in the 2024 Program Update to the ECCRFFA Project List; prioritize two replacement projects for the JDE Project (West Leland Road - Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road and Pittsburg- Antioch Highway - Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits) ("Replacement Projects") as Third Priority Projects in lieu of the James Donlon Extension (JDE) Project; reallocate funds reserved for the JDE Project to the Replacement Projects; and retain the JDE Project on the ECCRFFA Project List with any future prioritization to be determined through the strategic planning process; and amend its ECCRFFA fee ordinance or resolution to incorporate the new projects among ECCRFFA projects that will be funded with RTDIM fees.

Staff recommends that the City Council adopt a resolution approving a Fifth Amendment to the JEPA for the ECCRFFA, and approve and adopt the East Contra Costa Regional Fee Program Update Report to add the 18 new projects into the list of projects to be funded with RTDIM fee revenues, with no change to the RTDIM fee rates.

ATTACHMENTS

- A. Resolution
- B. Fifth Amendment to JEPA for ECCRFFA
- C. ECCRFFA Program Update Report

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE THE FIFTH AMENDMENT TO THE JOINT EXERCISE OF POWERS
AGREEMENT FOR THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING
AUTHORITY AND APPROVING AND ADOPTING THE EAST CONTRA COSTA
REGIONAL FEE PROGRAM 2024 UPDATE REPORT
P.W. 631**

WHEREAS, the Fifth Amendment to the Joint Exercise of Powers Agreement for East Contra Costa Regional Fee and Financing Authority and the East Contra Costa Regional Fee Program 2024 Update Report have been revised to add eighteen new projects to the list of projects that will be funded with regional transportation development impact mitigation ("RTDIM") fees. These fees are collected by all member agencies of the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"), which is a joint exercise of powers agency that funds regional transportation improvements. This resolution does not modify any of the RTDIM fees, and it also does not modify the area within which RTDIM fees are imposed;

WHEREAS, this resolution is enacted pursuant to the applicable requirements of Government Code sections 66001 through 66018 and 66484, Chapter 9 of Title 3 of the Antioch Municipal Code;

WHEREAS,

- a. the "East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement," as amended, (the "Agreement") among ECCRFFA's member agencies – the County and the cities of Antioch, Brentwood, Pittsburg, and Oakley – established ECCRFFA to fund regional transportation improvements in east Contra Costa County using RTDIM fees collected by member agencies. Since the original Agreement was approved, ECCRFFA has amended the Agreement, including to prioritize projects to be funded with RTDIM fee revenues.
- b. ECCRFFA's RTDIM fees were last increased in 2005. In 2005, ECCRFFA member agencies adopted ECCRFFA RTDIM fees to fund transportation projects on a project list, as more particularly described in the Fehr & Peers "East Contra Costa Regional Fee Program Update," dated June 2005 ("2005 Report"). On August 9, 2005, the City Council of the City of Antioch adopted Ordinance No. 1054-C-S to approve the RTDIM fees, and to allow the City to impose the fees on new development within the City of Antioch city limit areas of ECCRFFA's jurisdiction, to fund the projects identified in the 2005 Report. Many of the projects identified in the 2005 Report have been completed, including the State Route 4 (SR 4) Bypass, and the widening of SR 4 through Antioch and Pittsburg.
- c. In 2020, ECCRFFA identified an additional regional transportation project that was eligible for funding from RTDIM fees – the Sand Creek Road Extension from SR4 to Deer Valley Road project ("Sand Creek Extension Project"). The Sand Creek

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Extension Project is more particularly detailed the Fehr & Peers "East Contra Costa Regional Fee and Financing Authority Fee Program Updated," dated May 2020 (the "2020 Report").

- d. On October 8, 2020, the ECCRFFA Board of Directors adopted Resolution No. 2020/01 to: make required findings; approve the 2020 Report; approve a fourth amendment to the Agreement to add the Sand Creek Extension Project to the ECCRFFA project list; and recommend that ECCRFFA member agencies consider approving the fourth amendment to the Agreement and amending their fee ordinances and resolutions to add the Sand Creek Extension Project, with no change to the RTDIM fees last approved in 2005.
- e. On January 26, 2021, by Resolution No. 2021/15, the City Council of the City of Antioch approved a fourth amendment to the Agreement to add the Sand Creek Extension Project to the ECCRFFA project list, and approved the 2020 Report, with no change to the RTDIM fees last approved in 2005.
- f. In 2023, ECCRFFA began the process of preparing a comprehensive update to its fee program. ECCRFFA staff and its consultant, Fehr & Peers, worked with ECCRFFA member agencies' staff to identify projects that could be added to the ECCRFFA project list to mitigate the regional transportation impacts of new development within ECCRFFA's jurisdiction. Eighteen new projects were evaluated for inclusion in the ECCRFFA fee program. These projects are more particularly detailed in the Fehr & Peers "East Contra Costa Regional Fee and Financing Authority Fee Program Update," dated May 2024 ("2024 Report"). On June 13, 2024, following a noticed public hearing held in accordance with Government Code section 66016.5, the ECCRFFA Board of Directors adopted the 2024 Report and recommended that each Member Agency adopt the 2024 Report and amend its fee ordinance or resolution to incorporate the projects included in the 2024 Report.
- g. The 2024 Report was prepared to determine the amount of the RTDIM fees necessary to fund new development's share of the estimated costs of the projects in the ECCRFFA fee program, including new development's share of the estimated cost of these 18 new projects. The projects are consistent with the goals and policies of the circulation elements in the general plans of ECCRFFA's member agencies.
- h. The 2024 Report proposes a fair and equitable method for allocating a portion of each project's cost to new development within ECCRFFA's jurisdiction, as more particularly described in the 2024 Report. The cost of each project is reasonable. The total amount of revenue expected to be generated from RTDIM fees will not exceed the estimated cost of the projects attributable to new development within ECCRFFA's jurisdiction. ECCRFFA and its member agencies will rely on sources other than RTDIM fee revenue to pay project costs not allocated to new development. The projects are necessary and desirable within ECCRFFA's

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jurisdiction.

- i. Because the projects are in addition to, or a reconstruction or expansion of, existing thoroughfares and bridge facilities, RTDIM fees may be imposed on new development projects within ECCRFFA's jurisdiction to fund new development's propositional share of each project's costs.
- j. Pursuant to the Mitigation Fee Act, California Government Code Section 66000, et seq., a local agency is authorized to charge a fee to development applicants in connection with approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project. Under the ECCRFFA fee program, each Member Agency adopts and imposes ECCRFFA RTDIM fees within that member agency's jurisdiction. The fee revenue is then transmitted to ECCRFFA. Therefore, pursuant to Government Code section 66001, the City Council of the City of Antioch further finds as follows:
 - 1. As determined and described in the 2024 Report, the purpose of ECCRFFA RTDIM fees is to fund new development's share of the estimated costs of regional transportation projects identified in the 2024 Report, which is expressed as a percentage of each project's cost, as more particularly described in the 2024 Report.
 - 2. As determined and described in the 2024 Report, EDDRFFA RTDIM fee revenues will be used to fund new development's proportional share of the cost of each transportation project identified in the 2024 Report.
 - 3. As determined and described in the 2024 Report, there is a reasonable relationship between the use of revenue generated by the RTDIM fees and the type of new development projects on which those fees shall be imposed.
 - 4. As determined and described in the 2024 Report, there is a reasonable relationship between the need for each of the transportation projects listed in the 2024 Report and the types of new development within ECCRFFA's jurisdiction on which RTDIM fees shall be imposed.
 - 5. As determined and described in the 2024 Report, there is a reasonable relationship between the amount of the RTDIM fees imposed on each type of new development within ECCRFFA's jurisdiction, and the cost of each of the transportation projects to be funded from RTDIM fee revenue.
- k. The 2024 Report continues to recommend fees for single-family and multi-family housing development projects based on the number of dwelling units included in each development project. For the reasons more particularly described in the 2024 Report, pursuant to Government Code section 66016.5 the City Council of the City of Antioch finds as follows:

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1. Square footage is not an appropriate metric to calculate RTDIM fees imposed on single-family or multi-family residential projects within ECCRFFA's jurisdiction.
 2. The alternative basis of calculating RTDIM fees based on the number of dwelling units is single-family and multi-family residential development projects bears a reasonable relationship between the amount of the RTDIM fee charged per dwelling unit and the burden (*i.e.*, transportation impacts) posed by or attributable to each dwelling unit within a single-family or multi-family residential development project.
 3. Other policies adopted by ECCRFFA, including ECCRFFA's accessory dwelling unit policy, support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees. Additionally, the 2024 Program Update explains the basis for each of the fees and establishes that smaller developments are not charged disproportionate fees because the RTDIM fees for single-family and multi-family residential units are proportional to the regional transportation impacts of each type of unit.
- l. Pursuant to Government Code section 66016.5(a)(4), because the 2024 Report would support the increase of RTDIM fees, the City Council has reviewed the assumptions of the 2005 and 2020 Reports supporting the current RTDIM fees and has evaluated the amount of fees collected, as more particularly described in Appendix A of the 2024 Report. However, although the 2024 Report would support a fee increase, an increase is not being approved.
- m. The City Council of the City of Antioch further finds as follows:
1. Pursuant to Government Code sections 54986, 65091, 66016.5(a)(7), 66017, 66018, 66474.2(b), 66484, and 66484.7, notice of a public hearing on this resolution was given and published, and the public hearing was held. The 2024 Report and related materials were made available to the public at least thirty (30) days before the hearing. Additionally, because a nexus study – the 2024 Report – is being adopted, notice of the hearing was published in the East County Times, posted and provided to persons requesting notices relating to impact studies at least 30 days in advance of the hearing date.
 2. If, within the time when protests may be filed under the provisions of City of Antioch Municipal Code, Section 9, Article 19 of Chapter 4, there are written protests, filed with the City Clerk of the City of Antioch, by owners of more than on-half of the area of the property within the City of Antioch in ECCRFFA's jurisdiction, and sufficient protests are not withdrawn so as to reduce that area to less than on-half of the area of the property within the City of Antioch areas of ECCRFFA's jurisdiction, these proceedings shall be abandoned and this resolution shall not be adopted. However, the City Council has considered any written protests, and all written and oral testimony offered at the hearing, and it

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October 22, 2024

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finds that no majority protest exists.

3. At the public hearing on this resolution, the estimated costs of the projects in the 2024 Report and a fair method of allocation of those costs to new development projects within ECCRFFA's jurisdiction were established. There are no changes to the boundaries of ECCRFFA's jurisdiction since they were last established.
- n. The City Council has received and considered all verbal and written comments and testimony made before the close of the public hearing, all presentations by City and ECCRFFA staff and consultants, and all materials before the City Council.

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

1. Approves and authorizes the City Manager or designee to execute the Fifth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority; and
2. Approves and adopts the 2024 East Contra Costa Regional Fee Program Update.

AND DOES FURTHER RESOLVE THAT:

1. Notwithstanding any other provision of this resolution to the contrary, if a court of competent jurisdiction determines this resolution is invalid or unenforceable, Ordinance 1054-C-S shall remain unchanged and in full force and effect.
2. This resolution shall become effective 60 days after passage.

* * * * *

RESOLUTION NO. 2024/XXX

October 22, 2024

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

FIFTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

1. EFFECTIVE DATE AND PARTIES

Effective _____, 2024, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), as member agencies of the East Contra Costa Regional Fee and Financing Authority, mutually agree as follows:

2. PURPOSE

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and in funding and implementing regional road improvement projects in the East County area. The Agreement has previously been amended as follows: a First Amendment, dated October 4, 1999, added Oakley as additional party; a Second Amendment, dated July 11, 2005, coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule; a Third Amendment dated September 10, 2013, readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes; and a Fourth Amendment, dated February 16, 2021, to add the Sand Creek Road Extension to Deer Valley Road project to the list of ECCRFFA projects. Antioch, Brentwood, Oakley, Pittsburg, and the County now desire to enter into this Fifth Amendment to the Agreement, to add 18 new projects to the ECCRFFA list of projects (Attachment 2), to revise the project prioritization provisions that were established under the Third Amendment, and to make other technical changes to the Agreement, as previously amended. Attachment 1 to the Agreement also will be amended to refer to the "April 2024 Final Report, East Contra Costa Regional Fee Program Update," with no change to ECCRFFA's Regional Transportation Development Impact Mitigation ("RTDIM") fees.

3. AMENDMENTS TO AGREEMENT

- A. Attachment 1 (2020 Amendment) is replaced in its entirety with Attachment 1 (2024 Amendment) attached to this Fifth Amendment, with no changes to the fees in the RTDIM fee schedule. The fees on the fee schedule reflect the current RTDIM fees inclusive of the 2024 fee increases based on changes in the Construction Cost Index authorized under the Agreement, as previously amended. Other changes included in Attachment 1 make it current and bring it up to date.
- B. Attachment 2 (2020 Amendment) is replaced in its entirety with Attachment 2 (2024 Amendment) attached to this Fifth Amendment, to add 18 new projects to ECCRFFA's list of projects.

4. CITY OF PITTSBURG PROJECTS

The Agreement no longer prioritizes the James Donlon Extension project ("JDE Project") as a Third Priority project. The Agreement now includes two new Third Priority projects in Attachment 2, both within Pittsburgh. Notwithstanding anything to the contrary in this Agreement, the funds that had been reserved for the JDE Project ("JDE Funds") are reallocated to and encumbered for the ECCRFFA share of the cost of the new Third Priority Projects. .

5. REMAINING PROVISIONS

Subject to the changes made by this Fifth Amendment and all previous amendments, all provisions of the Agreement shall remain in full force and effect. If this Fifth Amendment is determined by a court to be invalid or unenforceable, the Agreement, as previously amended through the Fourth Amendment, shall remain unchanged and in full force and effect.

6. COUNTERPARTS

This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

7. SIGNATURES

These signatures attest the parties' agreement to this Fifth Amendment.

[Remainder of page left blank. Signatures on next page.]

CITY OF ANTIOCH

FORM APPROVED:
Thomas Lloyd Smith, City Attorney

By: _____
Kwame Reed, Acting City Manager

By: _____

CITY OF BRENTWOOD

FORM APPROVED:

By: _____
Tim Ogden, City Manager

By: _____
City Attorney

CITY OF OAKLEY

FORM APPROVED:
Cole Huber, LLP

By: _____
Joshua McMurray, City Manager

By: _____
Derek Cole, City Attorney

CITY OF PITTSBURG

FORM APPROVED:
Donna Mooney, City Attorney

By: _____
Garrett Evans, City Manager

By: _____

COUNTY OF CONTRA COSTA

FORM APPROVED:
Thomas L. Geiger, County Counsel

By: _____
Monica Nino, County Administrator

By: _____
Stephen M. Siptroth
Assistant County Counsel

Attachment 1 – 2024 Amendment
to
East Contra Costa Regional Fee and Financing Authority
Joint Exercise of Powers Agreement

**IMPLEMENTATION OF REGIONAL TRANSPORTATION DEVELOPMENT IMPACT
MITIGATION (RTDIM) FEE PROGRAM**

A. Imposition of RTDIM Fees by Antioch, Brentwood, Oakley, and County. In order to fund the Program and Projects of the Authority, the parties agree that the following Regional Transportation Development Impact Fees (“RTDIM Fees”), which were originally adopted in 2005, shall continue to be implemented by Antioch, Brentwood, Oakley, and the County (each agency and Pittsburg is sometimes referred to as a “Member Agency” and, together, as the “Member Agencies”).

Regional Transportation-Development Impact Mitigation (RTDIM) Fees			
Type of Use	Fee Units	Fee Schedule	
		2005	2024*
Single family residential units, duet homes, and residential condominiums	Per dwelling unit	\$15,000	\$24,066
Multiple family residential	Per dwelling unit	\$9,207.92	\$14,773
Commercial	Per square foot of gross floor area	\$1.25	\$2.35
Office	Per square foot of gross floor area	\$1.10	\$2.04
Industrial	Per square foot of gross floor area	\$1.10	\$2.04
Other	Per peak hour trip as determined	\$15,000	\$28,313

* The 2024 fee schedule reflects fees in effect from January 1, 2024, through December 31, 2024, inclusive of the annual adjustments specified in the Authority’s Resolution No. 2005/06. The fees will increase each January 1, in accordance with Section F, below. The figures in parentheses reflect the net residential fee amounts payable after the Authority’s fee rebate last approved December 2023, which provides for a rebate applicable to residential fee rates, as further described in Section B, below. ECCRFFA fees for senior housing shall be calculated in accordance with ECCRFFA’s “Policy on Reduced Fees for Age-Restricted Senior Housing.” ECCRFFA fees for Accessory Dwelling Units (ADUs) shall be calculated in accordance with Government Code section 65852.2 and ECCRFFA’s “Policy for Accessory Dwelling Units.” ECCRFFA’s fees for certain transit-oriented development projects will be calculated in accordance with ECCRFFA’s “Fee Reduction Policy for Certain Transit-Oriented Developments” adopted pursuant to Government Code section 66005.1.

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the “2005 Report”) prepared by Fehr & Peers, which has been approved by the Authority’s Board. The above fees are unchanged since the fees were last adopted in 2005 and are below the maximum fee rates calculated in the “East Contra Costa Regional Fee Program Update,” dated May 2024, prepared by Fehr & Peers (“2024 Report”). The 2005 Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The “East Contra Costa Regional Fee Program Update” (“2020 Report”) was previously adopted to add the Sand Creek Extension Project to the ECCRFFA project list, with no changes to the RTDIM Fees in the above fee schedule. The 2024 Report was adopted to add 18 additional projects to the ECCRFFA project list, with no changes to the RTDIM Fees in the above schedule. The RTDIM Fees in the above fee schedule are subject to annual adjustment, as provided in Section F, below, and as provided in the fee ordinances and/or resolutions adopted by the Member Agencies. In addition to the listed amounts, each Member Agency may collect and retain an administrative charge up to 1% of the listed amounts.

B. Adoption of Revised RTDIM Fees by the Authority. The Authority established an RTDIM Fee rebate program in 2013. The fee rebate program does not change the RTDIM Fees last adopted in 2005. Rather, the fee rebate program provides a rebate on the amount of the RTDIM Fees that are collected by the Member Agencies. Since 2013, the Authority Board of Directors has approved continuing the fee rebate. The Authority Board last approved to continue an RTDIM Fee rebate on December 14, 2023, when the Authority Board authorized a 15% rebate to all applicants who pay RTDIM Fees for residential uses (*i.e.*, single family residential units, duet homes, residential condominiums, and multi-family residential) during the period from January 1, 2024, through December 31, 2025. The fee rebate program is subject to reevaluation at any time by the Authority Board, and the Authority Board has sole discretion to terminate or modify the fee rebate program.

C. Imposition of PRTDIM Fees by Pittsburg. In order to fund the Program and Projects of the Authority, the Member Agencies agree that the following Pittsburg Regional Transportation Development Impact Fees (“PRTDIM Fees”), which were originally adopted in 2010, shall continue to be implemented by Pittsburg as follows:

Beginning October 10, 2013, Pittsburg shall ensure its commercial, office, and industrial fee rates match the Authority’s commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below.

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010, prevent Pittsburg from collecting commercial, office, or industrial fees at the rates listed above, Pittsburg shall make up the shortfall from its own separate funds and shall forward the full amount to the Authority per the terms of this Agreement.

- (1) Beginning September 10, 2013, Pittsburg shall ensure its residential fee rates are collected as follows:
 - (a) At the same time as the other Authority Members, Pittsburg shall apply fee rebates to match and collect the same net residential fee amounts collected by the other Member Agencies under the ECCRFFA fee rebate program (see Section B, above).
 - (b) In the event that the Authority approves a revised fee schedule, or a new or revised fee rebate program pursuant to Section D below, at the same time as the other Member Agencies, Pittsburg shall adopt and collect the revised fee schedule, or shall apply the new or revised fee rebates, to match and collect the same net residential fee amounts as the other Member Agencies, including the annual adjustment specified in Section F below.
 - (c) The residential fees collected by Pittsburg under this Subsection C(1) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs between Pittsburg and developers.
- (2) Pittsburg shall defend (with counsel selected by Pittsburg), indemnify, save, and hold harmless the Authority, the other Member Agencies, and their officers, agents, and employees from any litigation, claims, costs, expenses, or liability arising from or in any way related to Pittsburg's fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above. The Authority and the other Member Agencies shall not be required to defend, indemnify, save, or hold harmless Pittsburg under Section B of Attachment 2, or otherwise, for claims related to the Pittsburg fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above.

D. Subsequent Approval of Revised Fee Schedule or New or Revised Fee Rebate Program by the Authority. Between January 1, 2016, and December 31, 2030, the Authority Board may, from time to time, approve revised fee schedules, or new or revised fee rebate programs, which shall be subject to the following limitations unless otherwise approved unanimously by the full Authority Board, with all Board members present:

- (1) Any revised residential fees shall not exceed the following maximum rates, subject to the annual adjustment specified in Section F below: Single family residential \$16,176/dwelling unit; Multiple family residential \$9,934/dwelling unit; Other \$16,176/peak hour trip.
- (2) Any new or revised residential fee rebates shall result in net residential fee amounts of at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days after such approval, each Member Agency (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall consider adopting a fee ordinance or resolution implementing the revised fee schedule, or shall promptly consider applying the new or revised fee rebates. This procedure does not apply to annual fee adjustments, which are automatic and do not require further approval or action.

E. Fees for Uses Not Listed. The fees for uses not listed shall be determined by the Member Agency with land use authority through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority Board before the Member Agency imposes the fees.

F. Annual Fee Adjustment. Every January 1, the fee rates listed above, including any maximum fee rates, shall be automatically adjusted by the amount of the increase or decrease in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

G. Credit for Construction Costs or Land Acquisition. Subject to the priority order set forth in Section E of Attachment 2, with prior approval of the Authority Board, credit may be granted against the payment of the fee for a usable portion of any Project. The amount of credit shall be limited to the regional component of the Project, as determined by the Authority Board in its sole discretion. Notwithstanding anything to the contrary, no fee credit shall be granted for any lands that are required to be dedicated as specified in Attachment 2, Section B.

H. Fee Collection and Management. Except for approximately \$5.5 million of PRDIM fees used by Pittsburg as described in the last paragraph of Section E of Attachment 2, all fee revenues received or collected by the Member Agencies, together with any separate funds and increased fees to eliminate a shortfall, shall be disbursed monthly by the Member Agencies to the Authority. Fees and other revenues shall be held by the Authority in a general fund account; bond proceeds shall be held in accordance with the applicable indenture and may be invested, consistent with the provisions of the applicable indenture, in accounts such as the

CAMP or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts and accrued interest on funds held in the general fund account shall be deemed general funds available for any lawful purpose of the Authority. Unless otherwise agreed by the Member Agencies, the total obligation of each Member Agency shall be the contribution of fees collected by that Member Agency from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on December 31, 2030 (*i.e.*, the termination date specified in Section 3 of the Agreement).

Attachment 2 – 2024 Amendment
to
East Contra Costa Regional Fee and Financing Authority
Joint Exercise of Powers Agreement

**PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;
IMPLEMENTATION SCHEDULE**

A. Current List of Projects. The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

Freeway Improvements

1 SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes Loveridge interchange Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass) Hillcrest interchange expansion
2 SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree Phase 2, SR 160 interchange Laurel interchange, phase 2
3 SR 4 Bypass Segment 2	Phase 1, 2 lanes Phase 2, 4 lanes, Sand Creek Road to Balfour Road Widen to 6 lanes, Laurel Road to Sand Creek Road Sand Creek interchange and 4 lanes, Laurel to Sand Creek Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector
4 SR 4 Bypass Segment 3	Marsh Creek to Vasco, 2 lanes Segment 3, widen to 4 lanes Balfour interchange Marsh Creek interchange Vasco interchange

Arterial Improvements

5 Laurel Road extension	SR4 Bypass to Empire, 6 lanes
6 SR239: Vasco Road – Byron Highway Connector	New 2-lane roadway between Vasco Road and Byron Highway and associated local improvements Pre-construction activities for complete corridor (Contra Costa segment): Includes environmental review, design, and right-of-way protection. No construction costs. Excludes elements covered under Project #6.
7 SR 239	
8 SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood
9 Balfour Road	Deer Valley to Brentwood city limits, widen to 4 lanes

Arterial Improvements (Continued)

10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road
11	Route 84/Vasco Road	Widen to 4 lanes to County line
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge.
13	Ninth and Tenth Streets	Couplet improvements, A St to L St
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge.
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to City Limits
	James Donlon Blvd Extension	New 2- to 4-lane arterial, Somersville to Kirker Pass Road
16	or Buchanan Road Improvements	Improve traffic flow between Railroad Avenue and Somersville Road; improve intersections at Harbor, Loveridge, and Ventura with additional turn lanes; add bike lanes; widen sidewalks to achieve current design standards; install signal interconnect and adaptive signals.
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan
	West Leland Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road
18	or Evora Road	Willow Pass Rd (Bay Point) to Willow Pass Rd (Concord), widen to 4 lanes
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass
23	John Muir Parkway	New Roadway between Balfour Road and Fairview Avenue
24A	Byron Highway	Safety Improvements between SR 4 and Delta Road
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway

Arterial Improvements (Continued)

37 Bailey Road Improvements	Between Southern City Limits and W Leland Road, add turn lanes, sidewalks, and intersection upgrades.
38 Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street
39 SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange
40 SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development
41 High Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood
42 Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station
43 Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek
44 East Cypress Road Improvements	Construct 4-lane arterial between Jersey Island Road and Bethel Island Road

Regional Transit Projects

25 East County Express Bus	Planning and design of regional rapid bus program
26 Commuter Rail	eBART extension to Antioch

B. Funding Commitments and Eligible Costs. Program revenues shall be available for necessary Project costs through completion of construction. Subject to prior approval by the Authority Board, Project costs paid from program revenues may include environmental clearance, conceptual engineering, traffic studies, design, right-of-way acquisition, utility relocation, litigation and settlement costs, and costs of construction. The commitment to each Project shall be considered complete when the Project is accepted by the sponsor or sponsors.

The Authority's administrative costs shall not exceed 1% of program revenues. Administrative costs include the development of the JPA as well as the administration of duties included in this Agreement.

Eligible Project costs will be determined by the Authority based on cost guidelines and other criteria to be developed by the Authority. Where the Authority deems it advisable in order to avoid undue burdens on Project sponsors, the Authority may advance fund Project expenses on a monthly, quarterly, or other basis. Project costs otherwise will be reimbursed pursuant to procedures to be determined by the Authority.

Project sponsors, as a condition of Project funding through regional fees, commit to protect Project rights-of-way, by, among other things, requiring dedication of right-of-way as a condition of land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that could adversely impact the cost of Projects, including, but not limited to, utility location or relocation, public development, and the granting of easements in a proposed right-of-way.

The right-of-way dedication policy for the State Route 4 Bypass is as follows. Properties along or fronting the Projects identified in this Agreement shall be required to dedicate right-of-way up to 110 feet wide as measured from the centerline of the adopted precise alignment with no credit or compensation from the regional fee. Any additional right-of-way in excess of the 110-foot width may be either credited toward the regional fee or compensated. However, in circumstances where the allowable density has been transferred off the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that will encourage the early dedication of lands that are required under this provision.

Any costs of defense and any liability incurred in connection with implementation of the regional fee proposal shall be borne by the Authority. The Authority agrees to the fullest extent permitted to indemnify and hold harmless the parties to this Agreement from any liability, loss, costs, and claims related to the adoption or implementation of the regional fee program. Fee revenues and any other revenues transferred to the Authority by the parties pursuant to this Agreement may be used for this purpose.

C. Implementation Schedule. Subject to environment clearance, right-of-way acquisition and dedication, utility relocation, and other factors, the timing of which may be beyond the control of the Authority, and subject to the availability of regional fee and other funding sources as may be required, the following implementation guidelines shall apply to Project development:

(i) The parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) The Authority shall prepare, adopt, and periodically update a Strategic Plan for implementation of the Projects, reflecting current information on Project costs and schedules, the Project sponsor(s) for the various Projects, the availability of other revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

D. Indemnification. As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

E. Project and Funding Priorities. The following priority order shall hereafter apply to funding and implementation of the Authority's regional Projects:

First Priority:

Initial projects and ECCRFFA existing commitments:

- (a) SR4 East widening (for project description, see CCTA's Measure J Strategic Plan);
- (b) eBART extension to Hillcrest Avenue, which excludes Railroad Avenue station, with ECCRFFA to provide \$1.2 million to BART by 12/31/2013 (for project description, see CCTA's Measure J Strategic Plan);
- (c) SR4 Bypass projects, including the following:
 - (1) SR4/SR160 Connector Ramps (project involves constructing direct connectors between SR4 Bypass and SR160);
 - (2) Sand Creek Road Interchange (project includes a partial cloverleaf configuration on west side and a tight diamond on east side);
 - (3) Balfour Road Interchange – Phase 1 (project includes partial cloverleafs on both east and west sides and a single bridge over Balfour Road with two-directional traffic);
 - (4) 4-Laning between Lone Tree Way and Balfour Road; and
- (d) Outstanding ECCRFFA commitments (\$13.0 million), consisting of the following:
 - (1) Reimburse Contra Costa County Proposition 1B funds – \$3.0 million;
 - (2) John Muir Parkway – Brentwood: \$2.9 million;
 - (3) Vasco Road – Alameda County: up to \$3.0 million (final amount to be determined based on actual bids received); and
 - (4) Old SR4 relinquishment costs: \$4.1 million.

Second Priority:

eBART extension beyond Hillcrest Avenue – environmental review for the eBART extension (up to \$3.0 million).

Third Priority:

West Leland Road – Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road (up to \$33.5 million); and Pittsburg-Antioch Highway – Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits (up to \$38 million). The JDE Funds will be reallocated and encumbered in the strategic plan for the Third Priority Projects and may not be reallocated to any other projects without unanimous approval by a full Authority Board.

Other Projects:

All first and second priority projects have been completed. After the Third Priority Projects are fully funded, the priority and funding for all other ECCRFFA Projects will be determined by the Authority Board through the adoption of its strategic plan.

Pittsburg shall use PRTDIM fees collected between September 7, 2010, and the effective date of the Third Amendment to the Agreement (approximately \$5.5 million) as follows: approximately \$5.3 million for JDE (i.e., environmental clearance, right-of-way acquisition, and project design) and the Railroad Avenue eBART station; and up to \$196,000 for legal fees incurred by Pittsburg in the TRANSPLAN/ECCRFFA lawsuit.”

F. Cooperation among ECCRFFA Member Agencies. ECCRFFA and each of its Member Agencies agree to cooperate so as to maximize all regional, state, and federal funding available to complete construction of the Priority Projects, as set forth in Section E above, as soon as reasonably possible, unless the Priority Projects would not compete as well as other candidate projects in East County, due to project readiness or other funding criteria required for project selection. For clarity, the intent is to ensure that the Priority Projects receive priority for available outside funding, while balancing the goal of maximizing funding/delivery of all transportation projects in East County.

ATTACHMENT "C"

Final Report

East Contra Costa Regional Fee Program Update

Prepared for:
East Contra Costa Regional Fee &
Financing Authority

June 2024

1001-1655.03

FEHR  PEERS

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1. Introduction

Background

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA or the Authority) is a regional planning agency charged with funding regional transportation improvement projects in eastern Contra Costa County with revenue from the Authority's regional transportation demand impact mitigation (RTDIM) fees. The Authority's jurisdiction includes the eastern portion of the County, including unincorporated areas and the Cities of Antioch, Brentwood, Oakley, and Pittsburg. The Authority's boundaries are shown in **Figure 1**.

The Authority first implemented a transportation development impact fee program in 1994. The fee was calculated to reflect new development's proportional share of the cost of various regional transportation improvements, such as the State Route (SR) 4 Bypass and the widening of SR 4 through Pittsburg and Antioch. The Authority conducted an update of the fee program in 2001 to help fund an expanded list of regional transportation improvements. In the summer of 2005, the Authority completed a comprehensive update of its RTDIM fee program. In June 2005, the ECCRFFA Board approved the *East Contra Costa Regional Fee Program Update Final Report* (the "2005 Report") prepared by Fehr & Peers, and each of the five member jurisdictions adopted an updated set of fees pursuant to that report.

Since that time, the fees have been adjusted annually to reflect changes in construction costs. Beginning in 2008-2009, a fee rebate program was established in response to the economic downturn. The fee rebate has been reduced over time, but the Authority has continued to implement a 15% fee rebate since January 1, 2017. Periodic program assessments have been completed and documented over the past several years to evaluate the progress of the program in funding and delivering projects on the project list. In 2020, the program was updated to include a project that would involve the extension of Sand Creek Road westward to a new intersection with Deer Valley Road in Antioch (documented in a report called *East Contra Costa Regional Fee Program Update Final Report* dated October 2020 and referred to here as the "2020 Report").

Purpose

Since the current project list was defined in the 2005 nexus study and updated in 2020, the member agencies have conducted planning work and defined investment priorities to accommodate the ongoing population and employment growth that continues to occur in East County. The purpose of this report is to evaluate the addition of 18 projects to the ECCRFFA program that have been provided by the member agencies as being recommended through recent East County planning processes, and to determine new development's proportional share of the cost of these additional projects.



Study Area

As shown on **Figure 1**, ECCRFFA's jurisdiction area includes certain unincorporated areas of eastern Contra Costa County, as well as the Cities of Antioch, Brentwood, Oakley, and Pittsburg.

Study Process

This study was developed under the direction of ECCRFFA staff and with input from staff from each of the member agencies. This study follows the same technical methods and procedures as were used in the 2005 and 2020 Reports. The intent is to maintain the existing structure of the ECCRFFA program; therefore, those prior reports remain the best source of detailed information about the nexus analysis for the existing program. The focus of this current analysis is to determine new development's proportional share of the cost of the proposed additional 18 projects, as well as to incorporate updated cost information regarding all the projects on the current ECCRFFA project list.

Organization of the Report

After this introductory section, the report contains four additional sections:

- *Section 2 – Program Information and Project List* describes the background of the fee program, the current fee amounts, and the list of projects proposed to be included in the program.
- *Section 3 – Growth Projections* documents the amount of growth anticipated in East County through the planning horizon that would be subject to the fee.
- *Section 4 – Nexus Analysis and Fee Calculations* describes the results of the nexus analysis for the new projects and calculates the fee amounts using the updated information presented in the report.
- *Section 5 – Summary of Required Program Elements* describes how the information in this report satisfies the requirements of the Mitigation Fee Act (AB 1600).



2. Program Information and Project List

The existing ECCRFFA program authorizes ECCRFFA's member agencies to charge RTDIM fees on new development within ECCRFFA's jurisdiction. The current schedule of ECCRFFA fees is shown in **Table 1**.

The existing ECCRFFA program generates RTDIM fee revenue that can be used to fund new development's proportional share of any of the 27 transportation improvement projects listed in the 2020 Report. Those projects include freeway and regional transit improvements as well as projects along major arterial roadways that connect different parts of the East County region. See Figure 1 for a map of the project locations, and **Table 2** contains a description of each project along with its current status and estimated cost.

For those projects that have been completed, the cost shown on Table 2 reflects the actual cost of that project at completion. For projects yet to be completed, the cost shown on Table 2 reflects the estimated cost to complete the project. In many cases, these estimates were drawn from the 2020 Report and indexed to current dollars by applying an annual construction cost index, consistent with the process used to index the ECCRFFA fee amounts each year. In a few cases, the project sponsors were able to provide a more recent cost estimate, which was incorporated into Table 2.

Table 1: Current ECCRFFA Fees (as of January 2024)

Land Use Category	Unit	Fee per Unit	ECCRFFA Fee Rebate	Fee Less ECCRFFA Fee Rebate
Single-Family	DU	\$28,313	15%	\$24,066
Multi-Family	DU	\$17,380	15%	\$14,773
Commercial	Sq. Ft.	\$2.35		\$2.35
Office	Sq. Ft.	\$2.04		\$2.04
Industrial	Sq. Ft.	\$2.04		\$2.04
Other	Peak Hour Trip	\$28,313		\$28,313

Notes: DU = Dwelling Unit. For projects that do not fit in one of the general land use categories above, the fee is assessed on the basis of the number of peak hour vehicle trips estimated to be generated by that project.

Source: Contra Costa County.



Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost (\$ Million)	Status
Existing Program, Freeway Improvements					
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes	CCTA	\$ 101.0	Completed
		Loveridge interchange	CCTA	\$ 157.8	Completed
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	CCTA	\$ 374.7	Completed
		Hillcrest interchange expansion	CCTA	\$ 10.0	Completed
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree	Bypass Authority	\$ 113.7	Completed
		Phase 2, SR 160 interchange	Bypass Authority	\$ 50.1	Completed
		Laurel interchange, phase 2	Bypass Authority	\$ 1.0	Completed
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes	Bypass Authority	\$ 33.3	Completed
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road	Bypass Authority	\$ 16.0	Completed
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	\$ 39.9	
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek	Bypass Authority	\$ 43.8	Completed
4	SR 4 Bypass Segment 3	Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector	Bypass Authority	\$ 77.8	Completed
		Marsh Creek to Vasco, 2 lanes	Bypass Authority	\$ 12.6	Completed
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	\$ 81.1	
		Balfour interchange Phase 1	Bypass Authority	\$ 58.0	Completed
		Marsh Creek interchange	Bypass Authority	\$ 51.2	
		Vasco interchange	Bypass Authority	\$ 42.7	
Existing Program, Arterial Improvements					
5	Laurel Road extension	SR4 Bypass to Empire, 6 lanes	Bypass Authority	\$ 22.6	Completed
6	SR 239/84 Connector	Vasco Road – Byron Highway Connector ¹	CCTA	\$ 161.0	Environmental Phase in Progress
7	SR 239	Corridor study and preliminary design (no construction costs)	CCTA	\$ 101.0	Environmental Phase in Progress



Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost (\$ Million)	Status
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood	Oakley, Brentwood	\$ 24.5	Partially Completed
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	\$ 14.2	
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road	County	\$ 29.3	
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	\$ 317.0	
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge	Antioch, Pittsburg	\$ 55.9	
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	\$ 9.6	
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	\$ 6.6	Partially Completed
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	\$ 14.7	
16	James Donlon Blvd Extension (formerly Buchanan Bypass) or Buchanan Road Improvements	New 2- to 4-lane arterial, Somersville to Kirker Pass Road Improve traffic flow between Railroad Avenue and Somersville Road	Pittsburg	\$ 115.6	Design in Progress (for James Donlon Blvd Extension)
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	\$ 53.3	
18	West Leland Road or Evora Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road ² Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes	Pittsburg County	\$ 33.4	
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	\$ 42.7	
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	\$ 10.6	
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road	Antioch, County	\$ 31.2	
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	\$ 29.5	



Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost (\$ Million)	Status
23	John Muir Parkway	<i>New Roadway between Balfour Road and Fairview Avenue</i>	<i>Brentwood</i>	<i>\$ 17.7</i>	<i>ECCRFFA commitment completed</i>
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	\$ 20.0	
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	\$ 38.2	
Existing Program, Regional Transit Projects					
25	East County Express Bus	Planning and design of regional rapid bus program	Tri-Delta Transit	\$ 9.1	
26	Commuter Rail	<i>eBART extension to Antioch</i>	<i>CCTA</i>	<i>\$ 513.0</i>	<i>Completed</i>
Proposed Projects for Updated Program					
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge	Oakley	\$ 26.6	
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road	Oakley	\$ 45.5	
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue	Oakley	\$ 42.0	
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road	County	\$ 38.6	
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway	County, CCTA	\$ 7.4	
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road	Antioch	\$ 28.0	
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station	Antioch	\$ 17.3	
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road	Antioch	\$ 10.9	
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard	Pittsburg	\$ 16.6	
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway	Pittsburg	\$ 3.0	



Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost (\$ Million)	Status
37	Bailey Road Improvements	Between Southern City Limits and West Leland Road, add turn lanes, sidewalks, and intersection upgrades	Pittsburg	\$ 62.1	
38	Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street	Brentwood	\$ 32.8	
39	SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange.	CCTA	\$ 177.0	Environmental Phase in Progress
40	SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development.	CCTA	\$ 10.0	Concept of Operations in Progress
41	High-Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood	CCTA	\$ 14.1	
42	Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station	Brentwood	\$ 11.6	
43	Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek Road	County	\$ 27.2	
44	East Cypress Rd Improvement	Construction of East Cypress Road as a 4-lane arterial on a new alignment between Jersey Island Rd and Bethel Island Rd, with the existing East Cypress Rd alignment preserved for local access	Oakley	\$20.0	
SUM				\$ 3,526.0	

Notes:

1. In the 2005 Report, the description of project #6 was "Armstrong Road Extension, 2 lanes (formerly Byron Airport Road). Since the 2005 Report was completed, further environmental and preliminary design work has been conducted on this project and the SR 239/84 Connector has now been named the "Vasco Road – Byron Highway Connector", so for clarity and to reflect current conditions that is the terminology that is now being used for Project #6.
2. In the 2005 Report, the description of project #18 was to "Extend West Leland Road from San Marco to Avila Road". Since the 2005 Report was completed, a portion of the West Leland Road extension has been constructed and West Leland now terminates at Santa Teresa Drive. Therefore, for clarity and to reflect current conditions, the description of project #18 is now shown as Extend West Leland from Santa Teresa Drive to Avila Road.

Source: ECCRFFA, CCTA, Contra Costa County, Cities of Antioch, Brentwood, Oakley, and Pittsburg.



3. Growth Projections

An important element of every fee calculation is the estimate of future growth in the fee area. As part of this update, the current land use files available from the Contra Costa Transportation Authority (CCTA) travel demand model were reviewed. These files contain projections of the amount of residential and employment growth that is anticipated to occur in East County. CCTA completed an update of the travel model and developed a new set of land use files that reflect the totals from the Association of Bay Area Governments (ABAG) Projections 2017 publication, which is the most current set of regional growth projections available for the CCTA travel model.

The first step in the process was to identify which of the model's traffic analysis zones (TAZs) are within ECCRFFA's jurisdiction. The ECCRFFA jurisdictional boundary was available as a GIS file and was overlaid with the CCTA TAZ structure to identify the TAZs that are located within ECCRFFA's jurisdiction. For those TAZs that are only partially within ECCRFFA's jurisdiction, the TAZ was included in the calculation only if more than 50% of the TAZ land area was within ECCRFFA's jurisdiction.

The next step was to tabulate the total amount of households and employment in the ECCRFFA TAZs, as shown in **Table 3**. The year 2023 is used as the baseline and the year 2040 is the horizon year. The employment categories shown are those that have historically been used in prior nexus studies for the ECCRFFA program and are used here for consistency with the existing fee program. **Table 4** shows a summary of these growth projections for East County.

Table 3: Projected Land Use in East County

Jurisdiction	Year 2023 ¹					Year 2040				
	Employment			Residential Units		Employment			Residential Units	
	Service	Retail	Other	Single Family	Multi-family	Service	Retail	Other	Single Family	Multi-family
Antioch	6,285	8,135	8,431	28,534	7,791	7,587	9,923	10,280	31,808	10,425
Brentwood	2,271	2,949	3,239	16,236	1,981	2,901	3,321	3,833	20,037	2,555
Oakley	1,244	1,416	2,004	10,861	2,277	1,944	1,762	2,494	13,411	3,836
Pittsburg	4,490	4,650	7,563	15,230	7,717	5,952	5,660	8,129	18,953	11,557
Unincorporated East County	1,548	3,140	5,409	16,252	3,640	2,798	3,643	4,815	18,657	4,685
Total East County	15,838	20,290	26,646	87,113	23,406	21,182	24,309	29,551	102,866	33,058

¹2023 land use was derived by a linear interpolation between the 2020 and 2040 land use data provided by CCTA in March 2019.
Note: Relationship between land use categories in the model and the fee program were assumed to be: Retail=Commercial; Service=Office; and Other=Industrial, Manufacturing, Agriculture and other land use categories included in the CCTA model.
Source: ECCRFFA, CCTA, Fehr & Peers.



Table 4: East County Growth Projections Summary

Land Use Type	2023 Base Year	2040 Projection	Growth	Percentage Growth
Population	358,182	421,603	63,421	18%
Residential Units	110,519	135,924	25,405	23%
Employment	62,774	75,042	12,268	20%
Service Population ¹	420,956	496,645	75,689	18%

1: Service population is defined as the sum of residents and employees.

Source: ECCRFFA, CCTA, Fehr & Peers

Dwelling Unit Equivalent Factors

It is common in many fee programs to convert the projected growth into a standard unit of measurement called the dwelling unit equivalent (DUE), in order to account for the fact that different types of development have different travel characteristics. The factors used to convert the future land use numbers into DUEs are shown in **Table 5**. These factors have been developed following the same structure established in the 2005 and 2020 Reports; the values in each column have been updated to reflect the most current data available. These DUE conversion factors involve the following elements: land use-specific PM peak hour trip rates from *ITE Trip Generation*, 11th Edition; estimates of the percent new trips from SANDAG *Brief Guide of Vehicular Traffic Generation Rates* (2002); and average trip lengths from the 2012 California Household Travel Survey for census tracts within ECCRFFA's jurisdiction.



Table 5: DUE Conversion Factors

Land Use Category	Unit	PM Peak Trip Rate ¹	% New Trips ²	Average Trip Length (miles) ³	PM Peak VMT per Unit ⁴	DUE per Unit ⁵
Housing						
Single Family ^a	Dwelling Unit	0.94	100	7.8	7.3	1.00
Multi-Family ^b	Dwelling Unit	0.51	100	7.8	4.0	0.54
Employment						
Commercial ^c	1,000 square feet	3.40	45	6.0	9.1	1.25
Office ^d	1,000 square feet	1.44	75	13.8	14.9	2.03
Industrial ^e	1,000 square feet	0.65	80	13.8	7.2	0.98

- The average PM peak hour (between 4 and 6 PM) trip rate was taken from the ITE *Trip Generation Manual*, 11th Edition, for the following land use codes:
 - Single Family Detached - Code 210
 - Multifamily Housing (Low Rise) - Code 220
 - Shopping Center - Code 820
 - General Office - Code 710
 - General Light Industrial - Code 110
- Taken from the SANDAG Brief Guide of Vehicular Traffic Generation Rates, April 2002.
- Average trip lengths for the East County area as derived from 2012 California Household Travel Survey Data. For single family and multifamily housing, used travel survey data for all home-based trip purposes. For commercial uses, used data for home-based shopping purpose. For office and industrial uses, used data for all work-related trips.
- Calculated as: PM Peak Trip Rate * % New Trips * Average Trip Length.
- DUE per Unit is calculated by normalizing the PM Peak VMT for each category such that the single-family residential category is assigned a DUE of 1.00. This is accomplished by dividing the PM Peak VMT for each category by the PM Peak VMT of the single-family residential category. So, for example, the DUE per Unit for the Multi-family category is calculated as $4.0 / 7.3 = 0.54$.

Source: ECCRFPA, Fehr & Peers.

Projected Growth in East County

Forecasted growth in East Contra Costa County is shown in **Table 6** in absolute numbers of new jobs and residential units, and then those numbers are converted to DUEs. The total number of new DUEs projected in the 17 years from 2023 to 2040 is 27,935. As a point of comparison, in the 2005 Report the amount of growth projected over the 20-year period from 2005 to 2025 was approximately 42,000 DUEs. This result is an indication that the East County area is moving closer to a build-out condition, as the amount of future growth begins to moderate.



Table 6: Forecasted Growth in East Contra Costa County (2023 to 2040)

Jurisdiction	Estimated Growth (2023 to 2040)					Estimated Growth in DUEs (2023 to 2040)					Total DUEs
	Employment			Residential Units		Employment DUEs			Residential DUEs		
	Retail	Service	Other	Single Family	Multi-family ⁴	Office ¹	Commercial ²	Industrial ³	Single Family	Multi-family ⁴	
Antioch	1,302	1,788	1,849	3,274	2,634	811	999	724	3,274	1,429	7,237
Brentwood	630	372	594	3,801	574	393	208	232	3,801	311	4,945
Oakley	700	346	490	2,550	1,559	436	193	192	2,550	846	4,217
Pittsburg	1,462	1,010	566	3,723	3,840	911	564	221	3,723	2,083	7,503
Unincorporated East County	1,250	503	0	2,405	1,045	779	281	0	2,405	567	4,032
Total East County	5,344	4,019	3,499	15,753	9,652	3,330	2,246	1,369	15,753	5,237	27,935

Relationship between land use categories in the model and the fee program were assumed to be: Retail=Commercial; Service=Office; and Other=Industrial, Manufacturing, Agriculture and other land use categories included in the CCTA model.

1. Office DUE conversion assumes 275 square feet per employee and a DUE per thousand square feet of 2.03. $DUE = EMP * 0.275 * 2.03$
2. Commercial DUE conversion assumes 500 square feet per employee and a DUE per thousand square feet of 1.25. $DUE = EMP * 0.500 * 1.25$
3. Industrial DUE conversion assumes 400 square feet per employee and a DUE per thousand square feet of 0.98. $DUE = EMP * 0.400 * 0.98$
4. The multifamily units were multiplied by a DUE of 0.54.

Source: ECCRFFA, Fehr & Peers.



4. Nexus Analysis and Fee Calculations

Existing Deficiencies

One of the key functions of a fee program is to charge fees to new development in order to fund new development's proportional share of transportation improvements needed to serve the demand and impacts generated by that new development. The purpose of an impact fee is not to correct existing deficiencies, which should be funded through other revenue sources. Therefore, in order to add the 18 proposed projects to the program, it is necessary to determine whether there are existing deficiencies in the roadway network that may be related to or affected by those proposed projects.

The *East County Action Plan for Routes of Regional Significance* report (the most recent version was prepared in 2023 and is available at https://ccta.net/wp-content/uploads/2023/03/Draft-East-County-Action-Plan_03-13-23.pdf) has been used to identify potential deficiencies across the facilities affected by the proposed new projects. This report designates routes of regional significance throughout East Contra Costa County and sets performance measures, or Regional Transportation Objectives (RTOs), for each one.

Of the 18 proposed additional projects, 13 are located on a roadway identified as a Route of Regional Significance. Based on the RTO values presented for each facility in the report, only one of these facilities, State Route 4 (SR-4), does not currently meet its RTO. More specifically, for the RTO called Buffer Index, which measures the variability in travel time, the target was set at 0.5 and the observed value for SR-4 in the eastbound direction during the PM peak was measured at 0.75, thus exceeding the target. Proposed projects #39 and #40 are located along SR-4, and an existing deficiency reduction of 50% was applied to these projects' cost before including them in the fee calculations.

Proportional Cost Allocation

As described previously, the purpose of this study is to evaluate the incorporation of the proposed 18 new projects into the ECCRFFA fee program. As such, the focus here is on defining the proportion of the costs of these projects that could be included in the program. No changes are being made to the cost proportions included in the program for any of the projects that are already part of the existing ECCRFFA fee program. **Table 7** includes the total cost of each project, as well as the portion of that cost that is considered eligible for inclusion in the fee program, sometimes referred to as the "nexus percentage".

Projects in Existing Program

For all of the projects currently in the existing ECCRFFA program, the nexus percentages have been taken directly from the 2005 and 2020 Reports. For most projects, the nexus percentage is 100% based on the conclusions from the 2005 Report. There are a few exceptions, as follows:



- Projects that address existing deficiencies (Project #16 Buchanan Bypass/James Donlon Blvd Extension): The cost share attributed to new traffic is included in the fee program. In the case of Project #16, that percentage was determined to be 68% in the 2005 Report.
- Projects that involve transit or safety enhancements (Project #10 Marsh Creek/Deer Valley Rd safety enhancements, #24 Byron Highway safety enhancements, #25 East County Express Bus): The cost share proportional to new development's share of total future population is included in the fee program. At the time of the 2005 Report, that value was 33%.
- Projects that are designed to serve both local access to adjacent development areas and regional travel demand (Project #27 Sand Creek Road extension): The Sand Creek Road extension would be a four-lane road that will serve as local access for the planned development areas in southern Antioch located on either side of Sand Creek Road, and would also fill a gap in east-west connectivity for regional travel needs between Antioch, Brentwood, and surrounding communities. The cost of constructing the project elements needed to serve local access are excluded from the fee program, and the remaining project costs that are regional in nature are included. In the case of Project #27, the regional project elements included the center median and one lane of travel in either direction, while the local portion included all other cost elements (one lane in either direction, retaining walls, landscaping, most grading and utilities); the regional percentage was determined to be 31% in the 2020 Report.

Proposed New Projects

For the proposed new projects, the nexus percentages have been determined based on similar considerations as were applied to the existing projects.

- Projects that address existing deficiencies (Project #39 SR-4 Operational Improvement Project, and #40 SR-4 Integrated Corridor Management): As described above, these projects have been identified as being located on a facility with an existing deficiency and have been assigned a percentage of 50%.
- Projects that involve transit or safety enhancements (Project #31 Camino Diablo safety improvements, #36 Loveridge Road improvements, #41 High-capacity Transit from Antioch to Brentwood, #42 Brentwood Intermodal, and #43 Sellers Avenue safety improvements): The cost share proportional to new development's share of total future population is included in the fee program. Because these projects are being newly added to the program, the share of total future population must be calculated based on current data about existing population and projections of future growth. Per the 2023-2040 growth projections shown in Table 4, that value is 18%.
- Projects that are designed to serve both local access to adjacent development areas and regional travel demand (Project #24B Byron Highway extension, #28 Empire Avenue widening and rail crossing, #29 Laurel Road extension, #32 Slatten Ranch Road extension (South segment), #33 Slatten Ranch Road extension (North segment), and #34 Viera Avenue extension): The projects listed here are similar to Project #27, Sand Creek Road extension, in that these projects propose to construct a four-lane roadway that will provide local access to adjacent planned development areas and would also serve regional travel between East County communities. The cost of



constructing the project elements needed to serve local access needs should be excluded from the fee program, and the remaining project costs that are regional in nature should be included. These projects do not have sufficiently detailed cost estimates to identify the precise costs of each element and separate them between local and regional components; however, the basic elements of these projects are anticipated to be very similar to the elements of Project #27, Sand Creek Road extension, in that the project elements that serve regional needs will include a center median and one lane of travel in either direction, while the project elements that serve local needs will be one travel lane in either direction, retaining walls, landscaping, most grading and utilities. Therefore, the regional nexus percentage of 31% determined in the 2020 Report for Project #27, Sand Creek Road extension, has been applied here.

- All other new projects (Project #30 Kirker Pass and South Hess Road, #35 Standard Oil Avenue, #37 Bailey Road, #38 Lone Tree Way, #44 East Cypress Road): The nexus percentage for these projects was determined by applying the CCTA travel demand model for the year 2040 and using a "select link" procedure to track the usage of each facility by travelers making regional trips in East County. A "regional" trip is defined as a trip that begins and/or ends within East County and that crosses at least one jurisdictional boundary. For instance, a trip between Oakley and Pittsburg, or a trip between Antioch and Walnut Creek, or a trip between Brentwood and Livermore, are all examples of "regional" trips. The percentage of regional trips is different for each of these five project locations but is always greater than 80%, which indicates that these facilities are primarily used for regional travel.

Table 7: Projects and Fee Contribution Amounts

#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
Existing Program, Freeway Improvements						
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes	CCTA	\$ 101.0		
		Loveridge interchange	CCTA	\$ 157.8		
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	CCTA	\$ 374.7		
		Hillcrest interchange expansion	CCTA	\$ 10.0		
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree	Bypass Authority	\$ 113.7		
		Phase 2, SR 160 interchange	Bypass Authority	\$ 50.1		
		Laurel interchange, phase 2	Bypass Authority	\$ 1.0		
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes	Bypass Authority	\$ 33.3		



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
		<i>Phase 2, 4 lanes, Sand Creek Road to Balfour Road</i>	<i>Bypass Authority</i>	<i>\$ 16.0</i>		
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	\$ 39.9	100%	\$ 39.9
		<i>Sand Creek interchange and 4 lanes, Laurel to Sand Creek</i>	<i>Bypass Authority</i>	<i>\$ 43.8</i>		
4	SR 4 Bypass Segment 3	<i>Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector</i>	<i>Bypass Authority</i>	<i>\$ 77.8</i>		
		<i>Marsh Creek to Vasco, 2 lanes</i>	<i>Bypass Authority</i>	<i>\$ 12.6</i>		
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	\$ 81.1	100%	\$ 81.1
		<i>Balfour interchange Phase 1</i>	<i>Bypass Authority</i>	<i>\$ 58.0</i>		
		Marsh Creek interchange	Bypass Authority	\$ 51.2	100%	\$ 51.2
		Vasco interchange	Bypass Authority	\$ 42.7	100%	\$ 42.7
Existing Program, Arterial Improvements						
5	Laurel Road extension	<i>SR4 Bypass to Empire, 6 lanes</i>	<i>Bypass Authority</i>	<i>\$ 22.6</i>		
6	SR 239/84 Connector	Vasco Road – Byron Highway Connector	CCTA	\$ 161.0	100%	\$ 161.0
7	SR 239	Corridor study and preliminary design (no construction costs)	CCTA	\$ 101.0	100%	\$ 101.0
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood	Oakley, Brentwood	\$ 24.5	100%	\$ 24.5
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	\$ 14.2	100%	\$ 14.2
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road	County	\$ 29.3	33%	\$ 9.7



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	\$ 317.0	100%	\$ 317.0
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge	Antioch, Pittsburg	\$ 55.9	100%	\$ 55.9
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	\$ 9.6	100%	\$ 9.6
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	\$ 6.6	100%	\$ 6.6
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	\$ 14.7	100%	\$ 14.7
16	James Donlon Blvd Extension (formerly Buchanan Bypass)	New 2- to 4-lane arterial, Somersville to Kirker Pass Road	Pittsburg	\$ 115.6	68%	\$ 78.6
	or Buchanan Road Improvements	Improve traffic flow between Railroad Avenue and Somersville Road				
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	\$ 53.3	100%	\$ 53.3
18	West Leland Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road	Pittsburg	\$ 33.4	100%	\$ 33.4
	or Evora Road	Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes	County			
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	\$ 42.7	100%	\$ 42.7
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	\$ 10.6	100%	\$ 10.6
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road	Antioch, County	\$ 31.2	100%	\$ 31.2
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	\$ 29.5	100%	\$ 29.5
23	John Muir Parkway	<i>New Roadway between Balfour Road and Fairview Avenue</i>	<i>Brentwood</i>	<i>\$ 17.7</i>		
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	\$ 20.0	33%	\$ 6.7
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	\$ 38.1	31%	\$ 11.8



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
Existing Program, Regional Transit Projects						
25	East County Express Bus	Planning and design of regional rapid bus program	Tri-Delta Transit	\$ 9.1	33%	\$ 3.0
26	Commuter Rail	eBART extension to Antioch	CCTA	\$ 513.0		
Proposed Projects for Updated Program						
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge	Oakley	\$ 26.6	31%	\$ 8.3
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road	Oakley	\$ 45.5	31%	\$ 14.1
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue	Oakley	\$ 42.0	31%	\$ 13.0
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road	County	\$ 38.6	96%	\$ 37.1
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway	County, CCTA	\$ 7.4	18%	\$ 1.3
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road	Antioch	\$ 28.0	31%	\$ 8.7
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station	Antioch	\$ 17.3	31%	\$ 5.4
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road	Antioch	\$ 10.9	31%	\$ 3.4
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard	Pittsburg	\$ 16.6	100%	\$ 16.6
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway	Pittsburg	\$ 3.0	18%	\$ 0.5
37	Bailey Road Improvements	Between Southern City Limits and West Leland Road, add turn lanes, sidewalks, and intersection upgrades	Pittsburg	\$ 62.1	97%	\$ 60.2



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
38	Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street	Brentwood	\$ 32.8	82%	\$ 26.9
39	SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange.	CCTA	\$ 177.0	50%	\$ 88.5
40	SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development.	CCTA	\$ 10.0	50%	\$ 5.0
41	High-Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood	CCTA	\$ 14.1	18%	\$ 2.5
42	Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station	Brentwood	\$ 11.6	18%	\$ 2.1
43	Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek Road	County	\$ 27.2	18%	\$ 4.9
44	East Cypress Rd Improvement	Construction of East Cypress Road as a 4-lane arterial along a new alignment between Jersey Island Rd and Bethel Island Rd, with the existing East Cypress Rd alignment preserved for local access	Oakley	\$20.0	96%	\$ 19.3
SUM				\$ 3,526.0		\$ 1,547.8

Notes: Projects shown in *italics* have been completed, so no future fee contributions are anticipated.
Source: ECCRFFA.

Fee Calculations and Application

Table 8 displays the calculated maximum impact fees based on this nexus analysis. These fees have been calculated based on the complete list of projects as shown in **Table 7**. The total potential future fee contribution toward all the projects shown in Table 7 (\$1,547.8 million) has been divided by the total



number of future Dwelling Unit Equivalents (DUEs) expected in East County as shown in Table 6 (27,935 DUEs), to calculate the resulting maximum fee per DUE of \$55,406. These calculations represent new development's proportional share of the cost of both the existing ECCRFFA projects that are yet to be completed and the proposed new projects, as determined by this study.

The new maximum fees shown here are substantially higher than the current ECCRFFA fees as were shown in Table 1. This outcome is similar to prior ECCRFFA nexus studies, in that the ECCRFFA Board has typically chosen to impose fees at a level lower than the maximum fees calculated through a nexus analysis. The ECCRFFA program has not generally been intended to serve as the sole source of funding for the projects within the program, but rather as one of several funding sources that can be combined to deliver projects.

The ECCRFFA Board periodically prepares and adopts a strategic transportation improvement plan that defines the priorities for expenditure of ECCRFFA funds over the upcoming five-year period. This strategic plan takes into account other sources of funds that may become available for each project. One potential source of funds for some projects is the local transportation impact fee established by the local agency; in some cases, elements of a project listed in Table 2 may also appear in a local agency's fee program. If such a project becomes a priority for ECCRFFA funds as reflected in the ECCRFFA strategic transportation improvement plan, then there is coordination between ECCRFFA and the local agency to ensure that the two programs are being applied in a complementary fashion, which may necessitate adjustments to the local fee program.

Table 8: New Maximum Fee Calculations

Land Use Category	New Maximum Fee
Single-Family Residential (dwelling unit)	\$55,406
Multi-Family Residential (dwelling unit)	\$30,061
Commercial (square foot)	\$69.1
Office (square foot)	\$112.6
Industrial (square foot)	\$54.2
Other (per peak hour trip)	\$55,406

Source: Fehr & Peers.



5. Summary of Required Program Elements

This report has provided a detailed discussion of the elements of the East Contra Costa Regional Transportation Impact Fee program and explained the analytical techniques used to develop this nexus study. The report addresses the following fee program elements required by the Mitigation Fee Act (Government Code Section 66000 et seq), as summarized below.

Fundamental Nexus Requirements

Section 66001 contains several fundamental requirements that an agency must document when establishing or imposing an impact fee.

1. Identifying the purpose of the fee

The ECCRFFA program is established for the purpose of supporting regional public infrastructure improvements and facilities needed to mitigate the traffic-related impacts of new development in eastern Contra Costa County.

2. Identifying how the fee will be used and the facilities to be funded through the fee

The fee is used to help fund capital improvement projects that will accommodate future transportation needs throughout the ECCRFFA area. Table 2 identifies the projects eligible to be funded through the fee.

3. Determining a reasonable relationship between the fee's use and the type of development on which the fee is imposed

As described in this report, different types of development generate traffic with different characteristics. The calculations presented in Table 5 account for these characteristics by calculating the travel-related characteristics of different land use types. These considerations account for the differential impacts on the transportation system generated by different development types.

4. Determining a reasonable relationship between the need for the public facility and the type of development on which the fee is imposed

The need for the facilities listed in Table 2 has been established through local and regional planning processes prepared by the Contra Costa Transportation Authority and the ECCRFFA member agencies.



5. *Determining a reasonable relationship between the amount of the fee and the cost of the public facility (or portion of facility) attributable to new development*

Section 4 of this report describes the calculations applied to determine the cost of the public facility that is attributable to new development in the ECCRFFA area, accounting for the effects of existing deficiencies. Thus, a reasonable effort has been made to quantitatively establish the relationship between the fees charged in the ECCRFFA program and the costs of public improvements attributable to new development within eastern Contra Costa County.

Additional Elements

Due to recent changes in state legislation, Section 66016.5 now defines several additional elements beyond the fundamental nexus requirements that have historically been part of the Mitigation Fee Act. These additional elements include the following:

- *If a nexus study supports the increase of an existing fee, review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.*

As expected, the proposal to add 18 new projects to the program does result in an increased maximum fee calculated through this nexus analysis process. However, the intent is not to impose an increased fee, but rather to modify and update the list of capital improvement projects that would be considered eligible to receive ECCRFFA funds. As described in Section 1 of this report, the ECCRFFA program has been in place for many years and has been updated several times, most recently in 2020. All of the updates have maintained the same program structure as was initially established, and assumptions about future growth and future capital improvements have been updated each time using the most current data available. Further, ECCRFFA periodically conducts a “program assessment” to review the fee program’s assumptions and evaluate its progress. The most recent program assessment was just recently completed and is attached as an appendix to this report. The assessment concluded that the program structure has remained stable, the estimated costs of the projects in the program have remained in line with expectations, and the growth projections used in the fee calculations continue to be reasonable. The total amount of fees collected through the ECCRFFA program from inception are approximately \$491 million.

- *Calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development, or explain why that would not be an appropriate metric for calculating fees.*

The ECCRFFA fees on housing developments have always been calculated based on the type of unit, with one fee level for single-family units and a different (lower) fee level for multi-family units. This has been a common practice for most fee programs around the state for many years.



In the case of ECCRFFA, this practice aligns with the methods used by the member agencies in calculating their own local transportation impact fees, which are also imposed based on the type of unit. (All of the ECCRFFA member agencies except the City of Antioch have local fee programs to fund local transportation improvements, which are charged in addition to the ECCRFFA fees.) In addition, this practice aligns with the data that is readily available about the transportation impacts of housing developments; industry-standard reference documents about the trip generation rates, trip lengths, and pass-by/diverted trip characteristics of new development projects present that data either for all types of housing units combined or for a few different types of housing units, and do not typically present that data based on the unit size. Examples of data sources routinely used to support fee calculations include the ITE *Trip Generation Manual*, the ITE *Trip Generation Handbook*, the SANDAG *Brief Guide of Vehicular Traffic Generation Rates*, and the California Household Travel Survey.

The Mitigation Fee Act requires that there be a demonstrated relationship between the fee being charged to a new development and the level of demand that development places on public facilities and services. As described previously, the calculations presented in Table 5 account for these characteristics by calculating the travel-related characteristics of different land use types. These considerations account for the differential impacts on the transportation system generated by different development types. There is no available reference document that directly links trip generation rates to the square footage of a housing unit. Given the lack of readily available reference data about how the size of a housing unit might be related to the demand that unit would place on the transportation system, some agencies in California have undertaken statistical analyses to attempt to better understand that relationship.

Several of these recent statistical analyses have found limited information available from which to derive conclusions. The analyses cite some sources of information that link trip generation rates to the number of people living in a housing unit, although those sources often present values that are averaged over large geographic areas and the results can differ substantially; for example, some analyses cite the 2017 National Household Travel Survey which indicates that a 4-person household in California generates 12.6 daily trips, while others cite a 2012 national report on *Travel Demand Forecasting: Parameters and Techniques* that indicates a 4-person household generates 16.1 daily trips. These analyses then estimate the relationship between the number of people living in a house and the square footage of the house using US Census data, and then combine those factors to estimate trip generation rates by house size.

An alternative approach has been taken in Western Riverside County, where an analysis was done based on actual trip generation rates and house size data collected from residential neighborhoods throughout that region. This locally-specific analysis found that single-family house size explained approximately one-half of the variation in trip generation rates, while the other half of the variation was related to other economic and demographic factors such as household income, number of residents with jobs, number of school-age children in the household, number of vehicles owned by the residents, and other factors. In addition, the



relationship between single-family house size and trip generation rates was found to hold only for houses up to 2,500 square feet; for larger houses, the statistical relationship was much less strong. No statistically significant relationship was found for multi-family developments.

In light of the lack of consistent and available sources of data to support conclusions about how housing units of varying sizes affect the transportation system, ECCRFFA has determined that square footage is not currently an appropriate metric to use in calculating fees on residential developments, nor is there substantial evidence that the current method of calculating fees is disproportionate to a residential development's effects on the transportation system.

Finally, the ECCRFFA Board has adopted a policy related to setting fees for Accessory Dwelling Units (ADUs), which are relatively small units located on a parcel already occupied by a primary dwelling unit. Per the policy (<https://www.eccrffa.org/wp-content/uploads/2024/05/ECCRFFA-Policy-for-Accessory-Dwelling-Units-ADUs.pdf>), ADUs are either exempt from ECCRFFA fees or are charged a reduced fee, depending on the size of the unit. Notwithstanding the lack of data on the relationship between housing unit size and effects on the transportation system, discussed above, this ECCRFFA policy is consistent with state ADU law. This ECCRFFA policy supports smaller developments and, in conjunction with a fee structure that is not disproportionate to a residential development's effect on the transportation system, ensures smaller developments are not charged disproportionate fees.

- *In large jurisdictions, adopt a capital improvement plan as a part of the nexus study.*

For this purpose, a large jurisdiction is defined as a county with a population of at least 250,000 and all the cities within that county, so the ECCRFFA area would meet the definition of a large jurisdiction.

ECCRFFA does not function as a direct project sponsor, but instead provides funds to the agencies that deliver capital improvement projects in eastern Contra Costa County. ECCRFFA regularly prepares and updates a strategic transportation improvement plan that describes the planned expenditure of ECCRFFA funds on specific projects over the coming five-year period (the current ECCRFFA strategic transportation improvement plan can be found at <https://www.eccrffa.org/documents/>). In addition, all of the ECCRFFA member agencies and project sponsors regularly prepare their own capital improvement plans to guide the expenditure of funds on capital improvements within their jurisdictions. For a particular project to receive ECCRFFA funds, that project must be reflected in the ECCRFFA strategic transportation improvement plan and must also be included in the project sponsor's capital improvement plan.



Appendix A: 2024 Program Assessment



Memorandum

Date: May 8, 2024
To: Dale Dennis, Program Manager, East Contra Costa Regional Fee & Financing Authority
From: Julie Morgan and Bruno Lertora, Fehr & Peers
Subject: **Assessment of the East Contra Costa Regional Transportation Impact Fee Program**

1001-1655.03

Background

The East Contra Costa Regional Fee & Financing Authority (ECCRFFA) oversees a regional development impact fee program that generates funds to support the construction of capital improvements to the regional transportation system in eastern Contra Costa County. In the summer of 2005, the ECCRFFA Board approved a comprehensive nexus study called the East Contra Costa Regional Fee Program Update Final Report, referred to here as the "2005 Report". All ECCRFFA member jurisdictions adopted an updated set of fees pursuant to that report.

Since that time, the fees have been adjusted annually to reflect changes in construction costs. Beginning in 2008-2009, a fee rebate program was established in response to the economic downturn. The fee rebate has been reduced over time, but the Authority has continued to implement a 15% fee rebate since January 1, 2017. The latest update of the project list was approved in October 2020, and was documented in a report called East Contra Costa Regional Fee Program Update Final Report referred to here as the "2020 Report".

Periodic program assessments have been conducted and documented over the years, the most recent being completed in 2017, to evaluate the progress of the program in funding and delivering projects on the project list. This memorandum is a new program assessment, building upon the most recent assessment from 2017 and incorporating current information to the extent available.

Capital Projects and Delivery Status

The current ECCRFFA program includes a list of 27 capital projects that are eligible for funding through fee revenues. Table 1 presents the list of capital projects, the estimated cost of each project, and its current status. For those projects that are completed or under construction, the



total project cost shown in the table is the actual cost for that project. For those projects yet to be constructed, the total cost shown is based on the cost estimate presented in the 2020 Report, plus a cost escalation factor of 0.375 to bring the 2020 cost estimates up to year 2023 dollars.

Assessment:

- Significant progress has been made in delivering the capital projects on the list. Several major projects have been completed and others are in various stages of being designed, constructed, or closed out.
- Per the information provided, ECCRFFA is still committed to delivering the program of projects identified in the 2020 Report.
- The actual costs of the capital projects on the list have generally remained relatively consistent with the cost estimates presented in the 2005 Report. At the time of the 2005 Report, the total aggregate cost of the full list of capital projects was \$1.69 billion. The construction cost escalation factor between 2005 and 2023 is 1.004; applying that factor to the total cost from 2005 equates to \$3.39 billion in 2023 dollars. The current estimate of project costs shown in Table 1 (excluding project #27, which was not part of the 2005 Report) is \$2.9 billion; it is logical that this value would be lower than the fully escalated cost, because some of the projects were completed years ago and the costs of those projects shown in Table 1 have been fixed at their actual values and have not been escalated to current dollars.

Development Patterns and Fee Expectations

Both the 2005 Report and the 2020 Report addressed a 21-year planning period, from 2005 to 2025 and from 2020 to 2040, respectively. These reports included projections of future population and employment growth throughout the East County area for that planning period, which were used in calculating an appropriate fee per unit of new development. Table 2 shows a comparison between these projections. As seen on this table, the 2020-2040 projected employment growth in East County is around 30 percent of what was projected in 2005, while the projected residential growth is very similar in both cases. Table 2 also presents an updated growth projection between 2023 and 2040 that results from interpolating the 2020 Report projections to the current year.

Table 3 shows the fee amounts that are currently levied on new development in East County. Applying the current fee amounts to the updated growth projections, and accounting for the ongoing 15% fee discount that is being applied, results in an estimate of total fee revenue over the 2023-2040 time period of about \$533 million (in current year dollars). For reference, Table 3 also shows the total fee revenues that have been collected from the inception of the program through 2023, at about \$491 million.



Assessment:

- The 2005 Report estimated fee revenue of \$406.5 million (in 2005 dollars) over the 21-year planning horizon of that study, or an average of approximately \$19 million per year. The updated projections from 2023 to 2040 indicate revenues of approximately \$29 million (in current dollars) annually going forward.

Program Funding Status

The fee revenues generated by the ECCRFFA program are one of several funding sources that are used to support regional transportation improvements. The 2005 Report included a discussion of the broader funding picture for the full ECCRFFA program; this included known and anticipated revenues from the fee program, the countywide sales tax program (at that time, Measure C and Measure J), regional fund sources such as RM2, state sources such as the STIP, and other funding programs. The conclusion of the 2005 Report was that the majority of the project funding had been identified, but there remained a shortfall of approximately \$390 million (in 2005 dollars). The 2017 program assessment concluded that the program's shortfall was approximately \$552 million (in 2017 dollars).

Table 4 provides an updated picture of the funding status of the projects included in the ECCRFFA program. The table includes an accounting of fee revenues already collected and those anticipated, known funding that has already been used to support or is committed to specific projects, and funds that are available for programming through the Measure J Strategic Plan Update. Taken together, the program is now anticipated to have a shortfall of approximately \$601 million (in current dollars). Converting that number to 2005 dollars would result in a shortfall estimate of \$300 million, indicating that the overall program shortfall has decreased in real terms compared to the original calculation of \$390 million in 2005.

Assessment:

- Fee revenue collections have been strong during periods of relatively high economic activity, and the region has successfully attracted funding from other sources. In constant dollars, the program shortfall has declined compared with what was predicted in the 2005 Report.

Conclusions

This memo has presented a basic assessment of the status of the ECCRFFA program. Based on the information presented here, the program has been tracking well compared to the expectations from the 2005 and 2020 Reports. Substantial progress has been made on project delivery and the region remains committed to the list of capital projects. The region has successfully attracted funds from other sources for many of its projects.



Table 1: ECCRFFA Project List

Number	Project	Description/Project Limits	Jurisdiction	Total Cost (\$ million)	Potential or Actual Fee Contribution (\$ million)	Status
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes	CCTA	\$101.0	\$2.0	Completed
		Loveridge interchange	CCTA	\$157.8		Completed
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	CCTA	\$374.7		Completed
		Hillcrest interchange expansion	CCTA	\$10.0		Completed
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree	Bypass Authority	\$113.7	\$88.7	Completed
		Phase 2, SR 160 interchange	Bypass Authority	\$50.1	\$0.2	Completed
		Laurel interchange, phase 2	Bypass Authority	\$1.0	\$1.0	Completed
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes	Bypass Authority	\$33.3	\$33.3	Completed
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road	Bypass Authority	\$16.0		Completed
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	\$39.9	\$39.9	
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek	Bypass Authority	\$43.8	\$5.8	Completed
4	SR 4 Bypass Segment 3	Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector	Bypass Authority	\$77.8	\$77.8	Completed
		Marsh Creek to Vasco, 2 lanes	Bypass Authority	\$12.6	\$12.6	Completed
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	\$81.1	\$81.1	
		Balfour interchange Phase 1	Bypass Authority	\$58.0	\$28.0	Completed
		Marsh Creek interchange	Bypass Authority	\$51.2	\$51.2	
		Vasco interchange	Bypass Authority	\$42.7	\$42.7	



5	Laurel Road extension	SR4 Bypass to Empire, 6 lanes	Bypass Authority	\$22.6	\$22.6	Completed
6	SR 239/84 Connector	Armstrong Road extension, 2 lanes (formerly Byron Airport Road)	County	\$161.0	\$161.0	Environmental Phase in Progress
7	SR 239	Corridor study and preliminary design (no construction costs)	County	\$101.0	\$101.0	Environmental Phase in Progress
8	SR 4 (Main St or Brentwood Blvd) widening	Vintage Pkwy in Oakley to Marsh Creek bridge in Brentwood and from Chestnut Street to Balfour Road in south Brentwood, 4 lanes	Oakley, Brentwood	\$24.5	\$24.5	Partially Completed
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	\$14.2	\$14.2	
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton; Deer Valley: Balfour Road to Marsh Creek Road	County	\$29.3	\$9.7	
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	\$317.0	\$317.0	
Northern Parallel Arterials						
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Somersville to Loveridge	Antioch, Pittsburg	\$55.9	\$55.9	
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	\$9.6	\$9.6	
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	\$6.6	\$6.6	Partially Completed
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	\$14.7	\$14.7	
Southern Parallel Arterials						
16	James Donlon Blvd Extension (formerly Buchanan Bypass)	New 4-lane arterial (perhaps 2 lanes, depending on study results)	Pittsburg	\$115.6	\$78.6	Design in Progress (for James Donlon Blvd Extension)
	or Buchanan Road	Widen to 4 lanes, Railroad to Somersville	Pittsburg			
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	\$53.3	\$53.3	



18	West Leland Road	Extend, San Marco to Avila Road (Concord)	Pittsburg			
	or Evora Road	Widen to 4 lanes, Willow Pass (BP) to Willow Pass (Concord)	County	\$33.4	\$33.4	
Regional Arterial Projects						
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	\$42.7	\$42.7	
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	\$10.6	\$10.6	
21	Deer Valley Road	Widen to 4 lanes, Antioch city limits to Balfour Road	County	\$31.2	\$31.2	
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	\$29.5	\$29.5	
23	John Muir Parkway	New Roadway between Balfour Road and Fairview Avenue	Brentwood	\$17.7	\$3.6	<i>ECCRFFA commitment completed</i>
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	\$20.0	\$6.7	
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	\$38.1	\$11.8	
Regional Transit Projects						
25	East County Express Bus		Tri-Delta Transit	\$9.1	\$3.0	
26	Commuter Rail		CCTA	\$513.0	\$38.0	<i>Completed</i>
TOTAL				\$2,935.3	\$1,543.5	

Table 2: East County Growth Projections

	Growth Projections from 2005-2025 (from 2005 Report)	Growth Projections from 2020-2040 (from 2020 Report)	Updated Projections from 2023-2040
New Households	29,293	29,889	25,406
New Jobs	50,971	15,132	12,862



Table 3: ECCRFFA Fee Revenues

ECCRFFA Fee Schedule (2024)	
Single-Family Residential (per DU, accounting for 15% fee rebate)	\$24,066
Multi-Family Residential (per DU, accounting for 15% fee rebate)	\$14,773
Commercial (per SF)	\$2.35
Office (per SF)	\$2.04
Industrial (per SF)	\$2.04
Anticipated Fee Revenues	(\$ million)
Total Estimated ECCRFFA Revenue at Full Fees, 2023-2040	\$624.7
Fee Revenues Foregone Due to 15% Discount, 2023-2040	\$92.1
Total Future Fee Revenues Anticipated, 2023-2040	\$532.6
ECCRFFA Fees Collected, Inception – 2023	\$491.0
Total Fee Revenues, Inception through 2040	\$1,023.6



Table 4: ECCRFFA Program Funding Considerations


Program Funding Sources		(\$ million)
Total Program Cost		\$2,935.3
Total Future Fee Revenues Anticipated, 2023-2040		\$532.6
Fees Already Collected, Inception through 2023		\$491.0
Measure J Funds - 2022 Strategic Plan Update (James Donlon Extension - \$7.3M)		\$7.3
Other Known Funds (see below)		\$1,303.6
Total Funding		\$2,334.5
Total Surplus/Deficit		(\$600.8)
Other Known Funds for Specific Projects		(\$ million)
Railroad Avenue Interchange		\$101.0
Loveridge Road Interchange		\$157.8
SR 4, Somersville to SR4 Bypass		\$374.7
eBART Extension to Hillcrest Avenue		\$475.0
SR160/SR4 Connectors		\$49.9
SR 4 Bypass Segments 1 and 3		\$25.0
Sand Creek Interchange and Widening from Laurel to Sand Creek Road		\$49.2
Balfour Road Interchange and Widening from Sand Creek to Balfour		\$46.0
Future RM3 funds: Byron Airport Connector (\$10M) and Vasco Road Improvements (\$15M)		\$25.0
TOTAL		\$1,303.6



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager 

SUBJECT: City Council Requested Discussion Item – Potential Upgrades to Antioch Amtrak Station

RECOMMENDED ACTION

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

FISCAL IMPACT

The fiscal impact is unknown at this time until direction on this item is provided.

DISCUSSION

The Antioch-Pittsburg San Joaquins Passenger Stop began providing service in its current form to the east Contra Costa County region in Antioch on October 28, 1994. The Stop is served by the San Joaquins line that operates passenger rail service between Oakland and Bakersfield.

On March 24, 2023, the SJJPA voted to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station). The decision to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) did not have a comprehensive community engagement process nor an analysis concerning the impacts of their decision. The decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) will have an immediate negative impact on the local disadvantaged community which include low-income people of color, seniors, veterans, and small businesses that rely on the station. Since that time there have been various meetings and discussions held by city officials and community members regarding next steps as it relates to the possible decommissioning of this stop.

On July 23, 2024, the Council adopted Resolution No. 2024/107 opposing the closure. The Mayor will provide updates regarding recent conversations he has had related to upgrades to the Antioch-Pittsburg San Joaquins station.

ATTACHMENTS


None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 22, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager 

SUBJECT: Response to Grand Jury Report No. 2405,
"Challenges Facing the City of Antioch" Addendum

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: "Challenges Facing the City of Antioch" Addendum (Exhibit 4) and authorize the Mayor to sign it.

FISCAL IMPACT

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

DISCUSSION

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch" (Exhibit 1). On September 10, 2024, the City Council discussed and approved the attached response, by Resolution 2024/124, to the Grand Jury Report 2405 that was subsequently submitted to the Grand Jury (Exhibit 2).

On October 7, 2024, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information be provided for noncompliant responses to Findings 6 and 13, and Recommendations 1 through 5 (Exhibit 3). Staff is requesting City Council provide additional information to clarify the original responses provided at the September 10th City Council meeting.

Per Section 933.05 of the California Penal Code, the City's responses to the following were noncompliant and require additional explanation:

F6. *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then*

Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).

(Original) Response The City disagrees with this finding.

F13. *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

(Original) Response The City disagrees with this finding.

R1. *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

(Original) Response The City agrees with this recommendation.

R2. *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

(Original) Response The City agrees with this recommendation.

R3. *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

(Original) Response The City agrees with this recommendation.

R4. *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

(Original) Response The City agrees with this recommendation.

R5. *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

(Original) Response *The City agrees with this recommendation.*

ATTACHMENTS

A. Resolution

Exhibit 1 Grand Jury Report 2405 – Challenges Facing the City of Antioch

Exhibit 2 Original Grand Jury Response - 2405

Exhibit 3 Grand Jury Noncompliant Letter – Request for Additional Findings Information and Grand Jury Noncompliant Letter – Request for Additional Recommendations Information

Exhibit 4 Response Addendum

ATTACHMENT “A”

RESOLUTION NO. 2024-XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN
ADDENDUM TO PREVIOUS RESPONSES PROVIDED TO CONTRA COSTA
COUNTY CIVIL GRAND JURY AND AUTHORIZING THE MAYOR TO SIGN AND
SUBMIT EXPLANATORY RESPONSES TO GRAND JURY REPORT NO. 2405 -
CHALLENGES FACING THE CITY OF ANTIOCH**

WHEREAS, the City of Antioch received Contra Costa County Civil Grand Jury (Grand Jury) Report No. 2405 – “Challenges Facing the City of Antioch” (Exhibit 1);

WHEREAS, a written response to the Grand Jury is required under California Penal Code § 933.05 (b);

WHEREAS, on August 27, 2024, the City Council adopted a resolution approving a written response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorized the Mayor to sign it;

WHEREAS, on September 11, 2024, the City Council’s response was submitted in writing to the Grand Jury (Exhibit 2);

WHEREAS, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information for noncompliant responses to Findings 6 and 13 and Recommendations 1 through 5 (Exhibit 3).

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

1. approves an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024, in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Response Addendum (Exhibit 4), and
2. authorizes the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

* * * * *

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 October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Grand Jury

Contra Costa County

EXHIBIT 1

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

June 14, 2024

Antioch City Council
P.O. Box 5007
Antioch, CA 94531-5007



Dear Antioch City Council:

Attached is a copy of Grand Jury Report No. 2405, "Challenges Facing the City of Antioch" by the 2023-2024 Contra Costa County Grand Jury

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency, or department responsible for responding to the report. Please respond to the Findings and Recommendations as they apply to your agency. Please also confirm in writing that the person responding to the report is authorized to do so. As the responding person or person responding on behalf of an entity, please indicate one of the following actions with respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, please specify the portion of the finding that is disputed, and include an explanation of the reasons therefor.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The Penal Code also prescribes the obligations of a governing board or elected county official

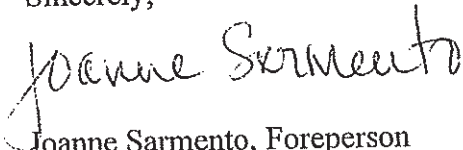
with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to these recommendations and to the supporting findings, as directed in the report.

After reviewing the response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) an electronic copy by e-mail to ctadmin@contracosta.courts.ca.gov. The response must be submitted to the Grand Jury no later than **Monday, September 13, 2024**.

Finally, please note that this report is provided at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Sarmento".

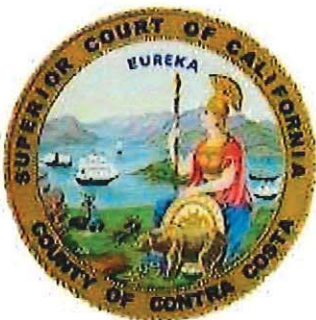
Joanne Sarmento, Foreperson
20223-2024 Contra Costa County Civil Grand Jury

Cc: Kwame Reed

A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury

Report 2405
6/12/2024

Challenges Facing the City of Antioch




**A Report of
The 2023 – 2024 Contra Costa County
Civil Grand Jury**

Report 2405
6/12/2024

Challenges Facing the City of Antioch

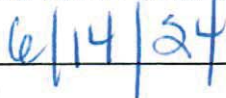
APPROVED BY THE GRAND JURY



JOANNE SARMENTO

GRAND JURY FOREPERSON

Date



6/14/24

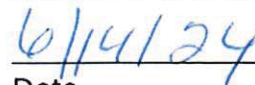
ACCEPTED FOR FILING



Hon. TERRI MOCKLER

JUDGE OF THE SUPERIOR COURT

Date



6/14/24

SUMMARY

Antioch is a dynamic and diverse city that faces a number of challenges. Among these challenges are:

1. Turnover in city leadership (six permanent or acting City Managers since 2013) which has resulted in an average tenure for Antioch City Managers that is less than half the state average (less than two years vs. 4.5-year average).
2. A city employee vacancy rate that is 4-times the national average (21.6% vs. 5.3%).
3. Possible Brown Act violations by the Mayor and certain City Council members, as outlined in a letter to Antioch's Acting City Manager from the Contra Costa District Attorney (see Appendix A).

An important first step in addressing the challenges facing Antioch will be stabilizing leadership by hiring an experienced and qualified City Manager. The city has hired a Human Resources consulting firm and is in the process of recruiting a City Manager. A new City Manager's success will depend, in part, on the Mayor and City Council creating an environment that while maintaining the oversight required by city ordinances, enables the City Manager to operate with independence, as also mandated by city ordinances. The Mayor and City Council should also perform their functions in compliance with the Brown Act.

This report details the Grand Jury's research and findings related to the challenges facing Antioch. We conclude with our recommendations to help address these challenges.

BACKGROUND

Why This Report?

Controversy regarding the Antioch Police Department was receiving wide press attention at the time the Grand Jury was considering topics to investigate during its 2023-2024 term. We concluded that the police force was receiving adequate attention from other investigative bodies, including the Federal Bureau of Investigation and the Contra Costa County District Attorney's Office. However, the Grand Jury learned that the issues surrounding the police force are related to other issues of oversight and management within city government. In particular, we noted the average tenure for Antioch City Managers has been less than half the California state average over the last decade (average City Manager tenure of less than 2 years in Antioch vs. 4.5 years for the state).

Accordingly, the Grand Jury decided to examine the issue of turnover in city leadership. In pursuing this investigation, the Grand Jury learned that in addition to a high level of turnover in the City Manager position, Antioch has a city employee vacancy rate in excess of 20% (the national average for government agencies is 5.3%). Seven of the eleven most senior positions in Antioch city government are currently filled with acting (not permanent) or part-time personnel.

Our investigation also raised concerns regarding the Mayor and City Council's involvement in operating issues that are the responsibility of the City Manager. All of these issues are interrelated as is discussed later in this report.

Our investigation revealed evidence that one or more violations of the Brown Act, the California law requiring open and public meetings, may have occurred. We also learned that the Contra Costa County District Attorney's Office investigated potential Brown Act violations. The District Attorney's findings are discussed later in this report and in Appendix A.

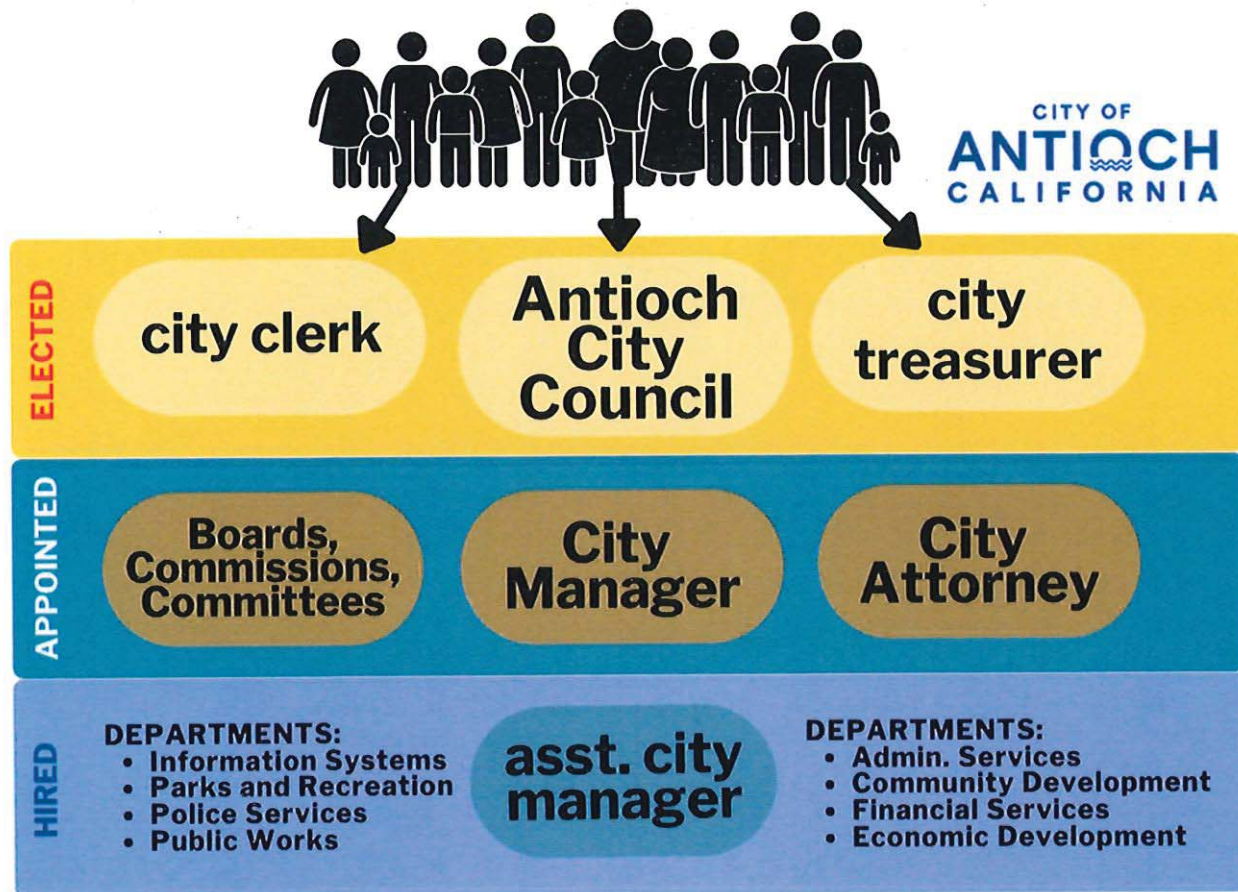
Antioch Government Structure

In examining the issue of turnover in Antioch city leadership it is helpful to first understand the structure of Antioch's local government. Like many California cities, Antioch is a general law city, operating under the Council-Manager form of government. Policymaking and legislative authority are vested in a five-member city council, which consists of a mayor and four council members. The four council members are elected by district, with the mayor elected city-wide. All serve four-year staggered terms. Under city ordinances the mayor and council hire and supervise the City Manager and City Attorney. The City Manager is responsible for day-to-day operations of the city, including supervision of all city employees (Antioch City Code § 2-2.06).

Under its Council-Manager structure, and as specified in city ordinances, the Antioch City Council has the responsibility of appointing the City Manager and City Attorney (Antioch City Code § 2-2.02). The City Manager serves as the chief administrative officer of the city, with responsibility for day-to-day operations of the city and the hiring and supervision of the Assistant City Manager as well as nine department heads. The department heads, in turn, hire and supervise departmental employees. See Exhibit 1. Under city ordinances the City Council, including the Mayor, have no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Given the City Manager's role as chief administrative officer of Antioch, this position is critical to the City's successful operation. A vacancy in this position creates a void in city leadership and prevents the appointment of new permanent department heads when there is turnover. Antioch's policy is to defer the appointment of new department heads until a permanent City Manager is in place. This policy allows the permanent City Manager to appoint their own staff. Because the city has not had a permanent City Manager since March 2023, no new permanent department heads have been appointed since that time. As a result, the city now has acting heads in five of its nine most senior staff positions (three department heads, the City Manager, and the Assistant City Manager).

EXHIBIT 1



Source: City of Antioch website

A Bit About Antioch

Antioch is the second largest city in Contra Costa County, with a population of approximately 115,000. It is also among the county's most racially diverse cities (see Table 1, Antioch At-A-Glance for details).

Affordable housing relative to other parts of the county has contributed to meaningful population growth in Antioch in recent decades. Improving transportation infrastructure, including a BART extension, has also made Antioch a more desirable community for commuters. As the city's population has grown it has experienced significant demographic shifts, which are highlighted in Table 1.

TABLE 1

Antioch At-A-Glance

	Antioch		Contra Costa County	
	2010	2022	2010	2022
Population	102,372	115,264	1,049,025	1,156,966
Population Growth		12.6%		10.3%
Land Area (square miles)		28.4		715.9
Housing Units	32,252	36,639	400,203	430,081
Homeownership Rate	NA	61.5%	67.1%	67.2%
Racial Mix				
White (a)	35.6%	25.4%	47.8%	39.8%
Hispanic/Latino	31.7%	35.5%	24.4%	27.0%
Asian	10.5%	13.7%	14.2%	20.2%
Black/African American	17.3%	19.5%	8.9%	9.5%
Other	4.9%	5.9%	4.8%	3.5%
Household Income (median)	\$62,088	\$90,709	\$73,678	\$120,020
HH Income as % of County Average	84%	76%		
Poverty Rate	9.2%	12.1%	9.0%	8.7%
High School Graduates (b)		85.6%		89.7%
Bachelor's Degree (b)		23.0%		44.5%

(a) Not Hispanic or Latino

(b) Among adults 25 or older

Source: US Census Bureau

METHODOLOGY

- We interviewed government officials in Antioch and experts in city government practices and regulation.
- We reviewed press reports and other documents related to Antioch's city government operations and performance.
- We reviewed recordings and transcripts of city council meetings.
- We reviewed city budgets for the past 20 years.
- We also reviewed documents related to city government best practices.

DISCUSSION

Excessive City Manager Turnover is a Negative for Antioch

Over the past ten years, Antioch has had six permanent or acting city managers, with an average tenure of less than two years (see Table 2). At least two of the city's last three permanent city managers were terminated by the Mayor and City Council or resigned under threat of termination.

While turnover among city managers can be healthy, bringing new approaches and fresh views to city government, excessive turnover in leadership in any organization will be disruptive to that organization. According to data from the California City Managers Foundation, the average tenure of a City Manager in California is slightly over 4.5 years. This compares to the average in Antioch of less than 2 years.

The level of turnover for City Managers in Antioch has impacted the city in several ways. First and perhaps most importantly, it is disruptive to city operations. The City Manager is responsible for hiring and directly supervising all department heads. As highlighted in Exhibit 1, in Antioch this includes Community Development, Economic Development, Financial Services, Human Resources, Information Systems, Recreation, Police Services, Public Safety, and Public Works, as well as Assistant City Manager. As previously noted, as a result of having no permanent City Manager for over a year, the city has delayed appointing permanent department heads who supervise day-to-day operations in such critical departments as Public Works, Community Development and the Police Department. In addition, the Directors of the Economic Development and Recreation Departments are currently serving as Acting City Manager and Acting Assistant City Manager, respectively. Accordingly, these departments do not have full-time Directors. As a result, more than half of the city departments are headed by acting or part-time directors.

TABLE 2

Antioch City Managers

Name	Title	Begin Date	End Date	Tenure (months) (a)
Kwame Reed	Acting City Manager	6/23/2023		12 months
Forest Ebbs	Acting City Manager	3/17/2023	7/14/2023	4 months
Ana Cortez	Acting City Manager	3/15/2023	3/17/2023	< 1 month
Cornelius (Con) Johnson	City Manager Interim City Manager	22-Oct 21-Nov	7/14/23 - Resigned 3/2023 - On administrative leave	16 months (until on leave)
Ron Bernal	City Manager	17-Mar	12/2021 - Retired	57 months (4.5 years)
Steve Duran	City Manager	13-Dec	4/2017 - Terminated 3/2017 - On administrative leave	39 months (until on leave)

Average Tenure: 21 months

Notes:

(a) There can be overlap in manager's tenure reflecting timing of hiring and departure

Source: City of Antioch press releases, media reports

Turnover in the City Manager position also imposes incremental costs on the city. These costs include duplicative salaries when City Manager tenures overlap. This was the case when former City Managers Steve Duran and Cornelius Johnson were placed on administrative leave before being replaced. Other costs include recruiting, training, and severance expenses. Mr. Duran received one year of severance pay (\$230,000) following his termination.

The Antioch City Manager has broad responsibilities including oversight of a roughly \$100 million general fund budget and responsibility for an authorized staff of over 400 full-time personnel. High turnover means more time on the learning curve for each new City Manager.

Appointing a qualified and effective permanent City Manager is an important first step for Antioch in addressing current challenges, including filling key department head vacancies, reducing the employee vacancy rate, and managing a large and complex organization. For the new City Manager to succeed, the Mayor and City Council must create an environment that enables the City Manager to operate with the authority vested in the position and without interference, as outlined in city ordinances (Antioch City Code § 2-2.06 and § 2-2.10) as well as in the position's job description¹. In particular, city ordinances specify that "Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council, nor any member thereof, shall give orders to any of the subordinates of the City Manager" (Antioch City Code § 2-2.10).

The job description Antioch posted in its recruiting process calls out the need for the new City Manager to work effectively with staff while providing "appropriate buffering between the City Council and the Department Directors." In addition, the City Manager is tasked with "refereeing elected official involvement" in city operations and ensuring compliance with the Brown Act. These are critical and difficult tasks.

¹ The Antioch City Manager's job description can be found here: https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223_CITY%20MANAGER.pdf

High Employee Vacancy Rates Negatively Impact City Services

In addition to turnover in city leadership, Antioch currently experiences a level of vacancies in city staff that is roughly four-times the national average. These issues are related. In the absence of a permanent City Manager, three department head positions have not been filled permanently. The Community Development and Public Works Departments have not had permanent Directors for over a year (see Table 3). This has delayed the hiring process for staff members within these departments. Multiple interviewees noted that turnover at senior levels of city management has negatively impacted recruitment efforts because job candidates are often reticent to accept a position when the permanent supervisor is not in place. Table 4 provides data on the vacancy rates for the three departments currently without permanent department heads.

TABLE 3

Antioch Department Heads

Department	Director	Status	Tenure (a)
City Manager	Kwame Reed	Acting	12 months
Assistant City Manager	Bradley Helfenberger	Acting	10 months
Community Development	Kevin Scudero	Acting	13 months
Economic Development	Kwame Reed	Part-time	
Financial Services	Dawn Merchant	Permanent	
Human Resources	Ana Cortez	Permanent	
Information Systems	Alan Barton	Permanent	
Recreation	Bradley Helfenberger	Part-time	
Police Services	Brian Addington	Acting	3 months (b)
Public Safety/Comm. Resources	Tasha Johnson	Permanent	
Public Works	Scott Buenting	Acting	16 months

(a) Number of months person has served as Acting Director

(b) Acting Chief Addington replaced Acting Chief Joe Vigil, who served in the role for 6 months

Source: City of Antioch, media reports

Figure 1 tracks the employee vacancy rate in Antioch since 2012. Vacancy rate refers to the percentage of authorized and funded positions in the city that are currently unfilled. Between 2012 and 2023 the vacancy rate in Antioch city government positions has averaged roughly 12% each year. This has spiked to over 21% in the past two years, with a vacancy rate of 21.6% as of February 2024. For comparison purposes according to the U.S. Bureau of Labor Statistics, the employee vacancy rate for all U.S. employers as of February 2024 was 5.3%. The vacancy rate for state and local governments (excluding education) was also 5.3%.²

Staff turnover in Antioch contributes to the city's vacancy rate. Since July 1, 2022, the city has hired 102 new employees (out of a total authorized staff of approximately 409). Over the same period, 98 employees have departed. Recurring reasons cited by employees for leaving their jobs included: (1) overwork in the context of understaffing and (2) dysfunction within and lack of support from the City Council.

Job vacancies in Antioch's city government are broad-based, covering most departments. The police department has engaged in proactive recruiting efforts (including a current \$30,000 recruitment bonus and other incentives for Police Officer positions) which has helped reduce the vacancy rate in that department. Nevertheless, the department still has approximately 30 open positions. The vacancy rates in the Community Development and Public Works departments, the other two departments without permanent heads, exceed the city-wide average vacancy rate.

Table 4

Department Vacancy Rates

	Filled Positions	Funded Positions	Vacancy Rate
Community Development	20	31	35%
Police Services	128	157	18%
Public Works (a)	87	117	26%
TOTAL City	315	409	23%

(a) includes water and sewer departments

Data reflects full time equivalent positions, excluding seasonal and temporary staff

Source: Fiscal 2023-2025 Antioch City Budget

Vacancy rates for government agencies tend to be higher in the San Francisco Bay Area than the nation overall³. This is a function of a tight local labor market and high local cost of living, among other factors. For example, the vacancy rate (as of 2023, the most recently available data) for San Francisco was 14%, Concord 11%, Richmond 19%, and Oakland 12% (excluding unfunded and frozen positions). While all these cities have rates well above the national average, Antioch's 21% rate stands out at nearly four-times the national average.

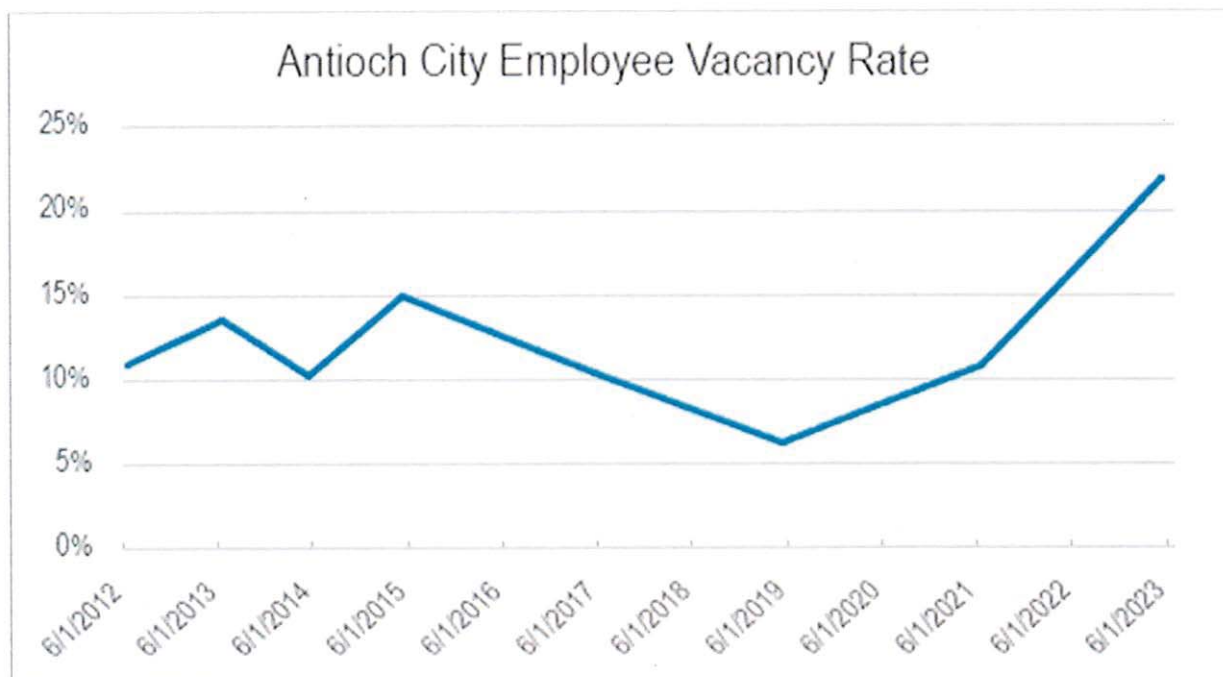
² U.S. Bureau of Labor Statistics, Economic News Release, 4/2/24.

³ "Civil Service Vacancies in California: 2022-2023", UC Berkeley Labor Center, December 12, 2023.

Antioch's employee vacancy rate has negative implications for several reasons. Most importantly, services to citizens have been negatively impacted by a lack of staff. For example, limited staffing has caused delays in certain capital projects. This includes traffic signal installations; road improvements and park renovations have been delayed due to staffing issues in the Public Works Department. Longer response times for police services have resulted from staffing shortages in the Police Department. The Mayor and Council Members have cited police staffing shortages and associated slower police response times as contributors to the higher crime rate the city has experienced in the past three years. Total Group A offenses in Antioch (the most serious crimes) have increased from 5,733 in 2021, to 6,130 in 2022, to 7,257 in 2023, with a further 24% increase year-to-date through April in 2024.

In addition to the negative impact on services to citizens, staff shortages impose an additional work burden on existing staff. This negatively impacts staff morale, contributing to the city's high employee turnover rate. Finally, staff shortages lead to increased overtime expenses and the need to outsource services.

FIGURE – 1



In the course of numerous interviews, the Grand Jury learned that turnover in the City Manager position and high employee vacancy rates are both related to a failure, at times, by the Mayor and City Council to respect the City Manager's operating authority. As previously noted, Antioch's government structure calls for the City Manager to make hiring decisions (with the exception of City Attorney) and oversee day-to-day operations of the city. However, Antioch's Mayor and City Council have on occasion overstepped their authority in seeking to implement personnel and other changes that are the responsibility of the City Manager.

Examples over the last three years include efforts by certain Council Members to direct the City Manager to fire then Public Works Director John Samuelson in December 2022. Mr. Samuelson was terminated, but subsequently received a settlement and severance totaling \$244,000. Other examples include pressure to hire Gregory Rolen as a consulting attorney in November 2022. Mr. Rolen was hired without prior approval of his contract, as required by Antioch Resolution #2021/26 (adopted 2/26/21). Mr. Rolen's contract was subsequently terminated after payment of a \$39,000 fee. Finally, the Grand Jury learned of instances of Council Members setting up meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10). The Grand Jury found evidence that Council interference with City Manager responsibilities contributed to the departures of some of the recent City Managers. In turn, the City Managers' departures contributed to subsequent increases in employee vacancy rates due in part to extended vacancies in key department head positions.

Brown Act Compliance

The Ralph M. Brown Act (California Code § 54590, et. seq.) is a California law that specifies, among other things, that government business must be conducted in open and public meetings, with limited exceptions. In particular, elected government officials cannot meet as a group in private, unannounced, and/or secret sessions to discuss government business⁴.

A meeting is defined as a "congregation of a majority of the members of a legislative body" (§ 54952.2a). In the case of the city of Antioch, this would be 3 out of 5 Council Members. Under the Brown Act, a meeting and the agenda must be noticed and posted at least 72 hours in advance of the meeting. It must be held in a place accessible to the public. A legislative body may not take action on any item not on the agenda, except to seek information on the topic. The exception is a "closed meeting" to discuss labor negotiations, real estate transactions, personnel issues, and lawsuits. For these, an agenda of closed session items is posted, and any reportable actions taken in closed session are subsequently announced in open session.

A violation of the Brown Act occurs when a majority of members of a governing body are together in an unnoticed meeting, in a place not accessible to the public, and discuss business about their jurisdiction (or disclose privileged information from closed meetings). Violations of the Brown Act are a misdemeanor, with penalties including fines of up to \$1,000, imprisonment in state prison, and/or permanent disqualification from holding any office in California.

In the course of our investigation, the Grand Jury discovered evidence that one or more Brown Act violations may have occurred involving members of the Antioch City Council. The Grand Jury learned that the hiring of former City Manager Cornelius Johnson may have been discussed at a private meeting in October 2021 with Mayor Hernandez-Thorpe and Council members Monica Wilson and Tamisha Torres-Walker. This meeting was held without public notice and

⁴ The full text of the Brown Act can be found at:

https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5.

without the participation of the full Council. Mr. Johnson was subsequently hired as Acting City Manager in a 3-2 council vote on November 9, 2021, with Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker voting yes, and Council members Michael Barbanica and Lori Ogorchock voting no.

The Contra Costa District Attorney's Office conducted an investigation into alleged violations of the Brown Act by Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker (see Appendix A for details on the District Attorney's findings). The District Attorney's investigation focused on meetings held at Mayor Hernandez-Thorpe's home in 2022 that may have involved discussions regarding restructuring the Public Works Department, hiring a City Engineer and redistricting the city's electoral map.

The Grand Jury found evidence that the meetings cited by the District Attorney took place at the dates and locations specified in the District Attorney's letter (Appendix A). The Grand Jury was unable to independently confirm the content of those meetings.

In concluding its investigation into potential Brown Act violations in Antioch, the District Attorney noted that there was insufficient evidence to prove beyond a reasonable doubt that intentional violations occurred. The District Attorney's Office nevertheless noted that it "has serious concerns that noncompliance with the Brown Act may have occurred" and indicated that "any similar meeting on matters concerning the city could subject Council members to criminal liability." (See Appendix A).

The Grand Jury found that the city of Antioch has not historically provided formal training on Brown Act compliance to Council members. Following the District Attorney's investigation, a formal session on the Brown Act and Brown Act compliance was held at the City Council meeting on February 13, 2024. Given the importance of Brown Act compliance, we encourage the Council to consider conducting similar training events on an ongoing basis.

FINDINGS

- F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.
- F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.
- F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.
- F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

- F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).
- F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).
- F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).
- F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.
- F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.
- F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.
- F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).
- F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.
- F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.
- F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.
- F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

RECOMMENDATIONS

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.
- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.
- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.
- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
Antioch City Council	F1 – F16	R1 – R5

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

APPENDIX A

NOTE: The letter from the Contra Costa County District Attorney's Office is incorrectly dated January 4, 2023. The Grand Jury has confirmed with the District Attorney's Office that the correct date is January 4, 2024.



OFFICE OF THE DISTRICT ATTORNEY
CONTRA COSTA COUNTY

Diana Becton
DISTRICT ATTORNEY

January 4, 2023

Kwame Reed
Acting City Manager
City of Antioch
200 H Street
Antioch, CA 94509

RE: Alleged violations of the Brown Act by Antioch City Council members

Dear Mr. Reed:

The Contra Costa County District Attorney's Office was contacted earlier this year regarding alleged violations of the Brown Act by Antioch Mayor Thorpe, Antioch Councilmember Torres-Walker and Antioch Councilmember Wilson. Specifically, we were told that those three council members met in private to discuss matters within the council's jurisdiction regarding the Public Works Department and the hiring of the City Engineer. Our investigation also led to an allegation that those three city officials met in private to discuss the redistricting of the city's electoral map. The District Attorney's Office reviewed these allegations and the applicable law and then interviewed potential witnesses to determine whether any Brown Act violations occurred.

As you are aware, the Brown Act is set forth in California Government Code sections 54950, et seq. Our analysis here is specifically guided by Government Code section 54952.2. That section prohibits a majority of the members of a legislative body to develop a collective concurrence as to action to be taken on any item within the subject matter jurisdiction of the legislative body unless such a meeting is open and public.

In this matter, there is evidence that Mayor Thorpe and Councilmembers Torres-Walker and Wilson met at Mayor Thorpe's home in 2022 and held discussions. Furthermore, it appears that the discussions may have included an agreement to take action on matters within the subject matter jurisdiction of the council. As defined by Government Code section 54952.6, "action taken" means a collective decision, or even a commitment or promise to make a decision, on a matter concerning the city. Our investigation leads us to believe that Mayor Thorpe and Councilmembers Torres-Walker and Wilson did meet and may have developed a collective occurrence absent a public forum.

District Attorney Administration
900 Ward Street, Fourth Floor
Martinez, California 94553

(925) 957-8604
Fax (925) 646-4683

Government Code sections 54959 through 54960.5 set forth the actions that may be taken by the District Attorney's Office to enforce and prevent Brown Act violations. Following our review of the underlying facts and the applicable laws that are relevant to this matter, the District Attorney's Office has serious concerns that non-compliance with the Brown Act may have occurred, however, there is insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute at this time.

We have decided to bring our concerns to your attention in order for you to impress upon the council the importance of the Brown Act and the requirements of the statute. Any similar meeting on matters concerning the city could subject council members to criminal liability. Further, we are referring this letter to the Contra Costa County Grand Jury to provide that body the opportunity to take any action it may deem appropriate.

Thank you for your serious consideration of this matter. As the Brown Act makes clear, the deliberations and actions of our governmental representatives must occur openly and be subject to public scrutiny. If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

DIANA BECTON
District Attorney

Steven Bolen
Deputy District Attorney
Contra Costa County

cc: Thomas L. Smith, City Attorney, City of Antioch
Contra Costa County Grand Jury

Grand Jury

Contra
Costa
County



725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

Noncompliant (Lacks Appropriate Response to Findings)

October 3, 2024

Lamar A. Hernandez-Thorpe
City of Antioch Mayor
200 H Street
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Findings 6 and 13: A response of "The City disagrees with this finding requires an explanation.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

Ed Sarubbi

Esarubbi@contracosta.courts.ca.gov
2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (a) of §933.05 of the California Penal Code (excerpt, emphasis added)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.



Noncompliant (Lacks Appropriate Response to Recommendations)

October 3, 2024

Lamar A. Hernandez-Thorpe
City of Antioch Mayor
200 H Street
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Recommendations 1, 2, 3, 4, and 5: A response of "The City agrees with this recommendation" is not a valid response.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Sarubbi".

Ed Sarubbi

Esarubbi@contracosta.courts.ca.gov

2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (b) of §933.05 of the California Penal Code (excerpt, emphasis added)

- b. For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 1. The recommendation has been implemented, with a summary regarding the implemented action.
 2. The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe** for implementation.
 3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. **This timeframe shall not exceed six months** from the date of publication of the grand jury report.
 4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor

The Honorable Terri Mockler
Presiding Judge of Contra Costa County Superior Court
725 Court Street
PO Box 431
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury
Report No. 2405: Challenges Facing the City of Antioch - Addendum**

Dear Judge Mockler,

On October 4, 2024, the City of Antioch received a letter from Mr. Ed Sarubbi regarding the City's response to Grand Jury Report 2405, Challenges Facing the City of Antioch. According to Mr. Sarubbi, the Grand Jury found that the City's responses to specific Findings and Recommendations did not comply with the requirements of Section 933.05 of the California Penal Code.

The identified Findings were Findings 6 and 13. The Grand Jury requires an explanation be included with the City's original response of "The City disagrees with this finding".

The Addendum to the Findings are:

F6. *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

The response to this Finding is as follows:

The City disagrees with this finding. [Additional information inserted here]

F13. *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

The response to this Finding is as follows:

The City disagrees with this finding. [Additional information inserted here]

The Grand Jury requested additional information be provided on Recommendations 1 thru 5. The City agreed with all recommendations but will amend or clarify the responses with the following:

R1. *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

EXHIBIT 1

Amended Response [Additional information inserted here]

R2. *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

Response The City agrees with this recommendation. [Additional information inserted here]

R3. *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

Response The City agrees with this recommendation. [Additional information inserted here]

R4. *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

Response The City agrees with this recommendation. [Additional information inserted here]

R5. *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

Amended Response [Additional information inserted here]

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

EXHIBIT 1

Sincerely yours,

Lamar A. Hernandez-Thorpe
Mayor, City of Antioch

Cc: Joanne Sarmiento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson
Antioch City Council
Bessie Marie Scott, City Manager
Thomas Lloyd Smith, City Attorney, City of Antioch