



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

ANNOTATED AGENDA

for

March 10, 2015

Antioch City Council
Regular Meeting

Wade Harper, Mayor
Lori Ogorchock, Mayor Pro Tem
Mary Helen Rocha, Council Member
Tony Tiscareno, Council Member
Monica E. Wilson, Council Member

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Lynn Tracy Nerland, City Attorney

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Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

7:00 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *Mayor Pro Tem Ogorchock and Council Members Wilson, Tiscareno, Rocha (Mayor Harper – excused absence)*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- In Memory of George Stamm

Continued to the 03/24/15 Council Meeting

Recommended Action: Motion to approve the proclamation

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *ECONOMIC DEVELOPMENT COMMISSION (Deadline date to apply: 03/13/15)*
- *POLICE CRIME PREVENTION COMMISSION (Deadline date to apply: 03/20/15)*

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

2. **CONSENT CALENDAR**

A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 24, 2015

Recommended Action: Motion to approve the minutes

Approved, 4/0

MINUTES

CONSENT CALENDAR – Continued

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

**C. MUNICIPAL CODE AMENDMENTS RELATED TO CODE ENFORCEMENT AND APPEALS
(Introduced on 02/24/15)**

Ord. No. 2099-C-S adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the Ordinance amending Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of staff decisions of planning, zoning or subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances.

STAFF REPORT

D. ORDINANCE AMENDING SECTION 4-5.1501 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON VARIOUS ROADWAYS (PW 282-3A) (Introduced on 02/24/15)

Ord. No. 2100-C-S adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the Ordinance amending the Antioch Municipal Code "Special Speed Zones" Section 4-5.1501 in order to change the prima facie speed limit on certain streets.

STAFF REPORT

COUNCIL REGULAR AGENDA

3. PURCHASE AND SALE AGREEMENT: THE BEDFORD CENTER

Reso No. 2015/10 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City Manager to execute the Purchase and Sale Agreement with Rehabilitation Services of Northern California, for the transfer of the Bedford Center property located at 1811 C Street, Antioch.

STAFF REPORT

7:39 P.M. ADJOURNED TO BREAK

7:44 P.M. RECONVENE. ROLL CALL for Council Members – Mayor Pro Tem Ogorchock and Council Members Wilson, Tiscareno, Rocha (Mayor Harper was absent)

4. PAVEMENT PLUGS AND BASE REPAIRS AT VARIOUS LOCATIONS (P.W. 328-9)

Approved, 4/0

Recommended Action: It is recommended that the City Council award the Pavement Plugs and Base Repairs at Various Locations project to the low bidder, MCK Services, Inc. (MCK), in the amount of \$1,674,107, authorize the Director of Public Works to execute a Contract Change Order No. 1 with MCK in the amount of \$337,325 for additional pavement plugs and base repair work on Lone Tree Way, Auto Center Drive and Cavallo Road for a total contract price of \$2,011,432 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase Gas Tax funding to the Pavement Preventative Maintenance Program from \$3,840,000 to \$4,102,000.

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

ADJOURNMENT – 7:55 p.m.

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

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

**February 24, 2015
Council Chambers**

6:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Michelle Fitzer, Denise Haskett and Glenn Berkheimer; Employee organizations: Operating Engineers Local Union No. 3 (OE3) and Public Employees Union Local 1.

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to Labor Negotiators.

Mayor Harper called the meeting to order at 7:05 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Ogorchock led the Council and audience in the Pledge of Allegiance.

1. PROCLAMATION

International Women’s Day, March 8, 2015

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

Mayor Harper presented the proclamation to Father Thomas Bonacci and local sponsors representing the Interfaith Peace Project and Interfaith Coalition of Contra Costa County, who thanked the City Council for their support.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Geneva Moss, representing Antioch and Prewett Libraries, announced and invited the City Council to participate in the following Kid’s Read events; Fossil Extravaganza at 3:00 P.M. on March 11, 2015 at the Antioch Library; Build Your Own Dinosaur at 3:00 P.M. at the Antioch Library; and Share Your Story all month long at the Antioch and Prewett Libraries.

Director of Parks and Recreation Kaiser, announced the City of Antioch, in conjunction with the Contra Costa Office of Education, were hosting a Youth Resume Writing and Interview Skills Workshop from 5:00 P.M. – 7:00 P.M. on March 26, 2015, at the Nick Rodriguez Community Center.

Allen Payton, Antioch Herald, announced ballots were available in their February and March editions as well as their website for anyone wishing to vote for the People's Choice Awards program.

Velma Wilson, on behalf of Dr. Carrie Frazier, announced the Black History Scholarship Banquet would be held at 6:00 P.M. on March 28, 2015, at the Nick Rodriguez Community Center. Contact information was provided for those wishing to attend.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- *Economic Development Commission: One (1) vacancy; deadline date is March 13, 2015*
- *Police Crime Prevention Commission: One (1) vacancy; deadline date is March 20, 2015*

He reported applications would be available online at the City's website and at the City Clerk's and Deputy City Clerk's offices.

PUBLIC COMMENTS

Dick Augusta, Antioch resident and former Police Crime Prevention Commissioner, spoke in support of the City installing speed bumps to improve safety in neighborhoods and near schools.

Mayor Harper thanked Mr. Augusta for his comments and his dedicated service to the City.

Tom Trost, Antioch resident, presented the City Council with a framed magazine article that discussed Antioch's first African-American resident Thomas Gaines. He provided the City with copies of newspaper articles and historic documents regarding the Hickmott Canary property and requested a meeting with Mayor Harper and City Manager Duran to discuss issues related to his ownership of the property.

Mayor Harper thanked Mr. Trost for the presentation and recognizing Thomas Gaines.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha announced mentors were being provided for those released from prison as a result of the passing of AB109.

Councilmember Tiscareno reported on his attendance at the East Contra Costa County Regional Fee and Finance Authority (ECCCRFFA), State Route 4 Bypass Authority committee, Lone Tree

Golf Course subcommittee and Police Crime Prevention Commission meetings. He announced the Mayor's Cup would be held on June 7, 2015. He thanked Bill Cook for his service as Chair of the Police Crime Prevention and recognized Mike Gadams as the newly appointed Chair.

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at the Lone Tree Golf Course subcommittee meeting. He announced the City was in the process of hiring a consultant to conduct a Team Building Workshop. He stated a delegation from Antioch Turkey had visited the City and expressed interest in a Sister City relationship. He encouraged residents to support the 4th of July event and he pledged to donate \$100 to the fundraising efforts.

PRESENTATIONS

Highway 4 Widening Landscape, presented by CCTA and Caltrans

Susan Miller, Director of Projects with Contra Costa Transportation Authority, introduced Jeanne Gorham to give the presentation.

Jeanne Gorham, Caltrans Chief for Landscape Architecture, gave a power point presentation of the State Route 4 landscape replacement project.

Mayor Harper thanked Ms. Gorham for the presentation.

Code Enforcement Update, presented by Ryan Graham

Deputy Director of Community Development Graham gave an overhead presentation of Code Enforcement procedures which included; staffing, enforcement, outreach to the homeless, cost recovery and the appeals process.

The Council thanked Deputy Director of Community Development Graham for the presentation.

Councilmember Tiscareno suggested Code Enforcement flyers be sent out with the water bill.

Councilmember Rocha announced a Suburban Poverty Task Force meeting would be held from 8:30 P.M. – 9:30 P.M. on February 25, 2015 at the Chamber of Commerce building.

Mayor Harper announced Kimball Elementary School had expressed interest in initiating a cleanup event and painting a mural for the alleyway adjacent to the school. He noted staff was checking on their proposal and he, along with Councilmember Ogorchock, would be meeting with the students.

2. ***COUNCIL CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency***
- A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 10, 2015
- B. APPROVAL OF COUNCIL WARRANTS
- C. APPROVAL OF TREASURER'S REPORT FOR JANUARY 2015
- D. REJECTION OF CLAIM
- E. **ORDINANCE NO. 2096-C-S ESTABLISHING ZONING REGULATIONS FOR TOBACCO AND PARAPHERNALIA RETAILERS (*Introduced on 02/10/15*)**
- F. **ORDINANCE NO. 2097-C-S AND ORDINANCE NO. 2098-C-S TO ADDRESS BINGO OPERATIONS AND ZONING (*Introduced on 02/10/15*)**
- G. **RESOLUTION NO. 2015/07 STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT ENGINEER'S REPORT FOR FY 2015/2016**

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

- H. SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY DISSOLUTION PROCESS: CONSULTING SERVICES AGREEMENT
- I. APPROVAL OF SUCCESSOR AGENCY WARRANTS
- J. APPROVAL OF HOUSING SUCCESSOR WARRANTS

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

City Clerk Simonsen stated a letter submitted by Francine McMahon and a response to the letter from City Attorney Nerland regarding Consent Calendar Item F, were on the dais and copies were available in Council Chambers.

Item F – Francine McMahon, Hot Shots Bingo Inc. and Daub4Kids, reviewed the letter she had submitted and requested the City Council consider allowing at least 3-4 Bingo sessions per week.

Jeff Hendricks, representing East County Hot Shots Bingo, disputed the validity of Ms. McMahon conducting business as Hot Shots Bingo and gave a history of their non-profit organization.

Terry Eslinger, Board of Directors with Hot Shots Bingo Inc., provided a copy of their non-profit package from the State of California validating their name and gave a history of their organization.

Following discussion, Council directed City Attorney Nerland to provide them with an update on the Hot Shot Bingo Inc. application.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously approved Item F.

Item H – Fred Hoskins, Antioch resident, suggested the City tie performance milestones into the contract.

In response to Mayor Harper, City Attorney Nerland clarified the amount of the contract would not exceed \$50,000 and there were a number of tasks associated beyond the long range property management plan.

City Manager Duran added an RFQ was being prepared for security at the City's redevelopment properties, which would be paid for from redevelopment funds.

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the Council unanimously approved Item H.

City Manager Duran introduced Interim Community Development Director Mitch Oshinsky.

Mayor Harper declared a recess at 8:44 P.M. The meeting reconvened at 8:54 P.M. with all Councilmembers present.

PUBLIC HEARING

3. UP-14-13 – INK'D UP TATTOO STUDIO APPEAL

Acting Senior Planner Morris presented the staff report dated February 24, 2015 recommending the City Council adopt a resolution approving Use Permit 14-13, which would permit the operation of a tattoo studio at 1614 A Street, subject to the conditions in the resolution. She explained that there had been an error in the resolution mistakenly referring to the Planning Commission instead of the City Council, so if the Resolution were adopted, staff would correct that error.

City Attorney Nerland reviewed the speaker rules for the Public Hearing.

City Clerk Simonsen stated he received an email from Robert Davis dated February 24, 2015 and copies were on the dais and available in Council Chambers.

Mayor Harper opened the public hearing.

PROPONENT

Juanito Valentine, Ink'd Up Tattoos, stated he lived near the proposed location and he was from the neighborhood having gone to school and church in the area. He stated he was passionate about his work, had conducted community outreach, and his goal was to be an asset to the community. He stated he understood the neighbors concerns and he could support adjusting the hours of operation.

OPPONENTS

Sandra Kelly, speaking on behalf of the "C" Street Neighborhood Watch groups, expressed concern for criminal behavior occurring in the neighborhood and felt the business should not stay opened until 10:00 P.M. She stated the proposed use was not beneficial to local residents or family friendly and would not attract residents to Rivertown. Additionally, she felt there were too many tattoo parlors in Antioch, at this time.

Lorraine Black, Antioch resident, spoke in opposition to the proposed tattoo parlor in her neighborhood.

Lori Cook, Antioch resident, stated she felt the area was inundated with tattoo/piercing businesses and it would be better served with a restaurant or coffee house to attract visitors to Antioch. She suggested an alternative location may be more appropriate for this business.

Ronald Nicols, Antioch resident, expressed concern regarding the "A" Street corridor and suggested the City consider businesses that could elevate the area so the City has the opportunity to attract family-oriented businesses.

John Rexroth, Antioch resident, stated he lived across the street from the proposed location and felt the business was not appropriate for children who live in the area.

Jean Nicols, Antioch resident, spoke in opposition to the saturation of similar type businesses within a one mile radius. She noted when placed in an area already rundown, it would not help to perpetuate a positive environment. She suggested the business be located in another area of the City.

PROPONENTS

Fred Hoskins, Antioch resident, spoke in support of business and encouraged the City Council to remain business friendly.

Ken Turnage, Antioch resident and business owner, spoke in support of the applicant and encouraged the City Council to remain business friendly and support businesses in locations where they are zoned.

REBUTTAL

Juanito Valentine, reiterated that he lived in the neighborhood, understood the resident's concerns and agreed to close the business earlier, if necessary. He stated he had invested a considerable amount of time and money into his business and paid rent for months without being unable to open.

In response to Councilmember Rocha, Mr. Valentine stated typically there would be one client for each of the three artists.

Captain Orman stated research indicated there were no incidents tied to the tattoo businesses in Antioch and they had been good citizens, calling in suspicious activities observed around their business.

Mayor Harper closed the public hearing.

Interim Community Development Director Mitch Oshinsky provided business hours for tattoo businesses in Antioch.

Councilmember Rocha stated she supported the applicant and business; however, she was concerned for the hours and felt they should be reduced.

Councilmember Tiscareno stated he supported the applicant and felt the hours of operation were consistent with other businesses. He suggested the applicant consider reducing the hours initially to address the neighbors concerns.

Councilmember Ogorchock spoke in support of the applicant and his community outreach efforts. She stated she had a slight concern about the business being opened until 10:00 P.M.; however, it could be useful for Neighborhood Watch activities.

Councilmember Wilson spoke in support of the business; however, she felt there was an over saturation of similar businesses in the area and encouraged the applicant consider an alternative location.

Mayor Harper stated the principals had been met and he cautioned Council about putting restrictions on a business when it was not a restricted use. He noted with the resident's concerns, the applicant may consider reducing the hours and becoming involved in the community and the Neighborhood Watch program.

In response to City Clerk Simonsen, City Attorney Nerland stated if approved, staff would change the "I HEREBY CERTIFY" clause in the resolution, striking "Planning Commission" and replacing it with "City Council".

RESOLUTION 2015/08

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council adopted a resolution approving Use Permit 14-13, which would permit the operation of a tattoo studio at 1614 A Street, subject to the conditions in the resolution. The motion carried the following vote:

Ayes: Ogorchock, Tiscareno and Harper

Noes: Wilson, Rocha

Mayor Harper encouraged Mr. Valentine to be a good neighbor.

COUNCIL REGULAR AGENDA

4. REVIEW OF TABORA GARDENS SENIOR HOUSING PROJECT AND REQUEST FOR ADDITIONAL SUPPORT

CDBG/Housing Consultant House presented the staff report dated February 24, 2015 recommending the City Council review the 85 unit "Tabora Gardens" Senior Housing project proposed by Satellite Affordable Housing Associates, and indicate by motion its commitment to further support the project with \$1 million in Housing Successor Agency, Neighborhood Stabilization Program (NSP-1), and Community Development Block Grant (CDBG) funds.

Jonathan Astmann, Project Manager with Satellite Affordable Housing Associates, gave a power point presentation of their other projects and the site plan, elevations, landscape plan and funding for the Tabora Gardens project.

The Council thanked CDBG Consultant House and Mr. Astmann for the presentation and spoke in support of the senior housing project.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously indicated its commitment to further support the project with \$1 million in Housing Successor Agency, Neighborhood Stabilization Program (NSP-1), and Community Development Block Grant (CDBG) funds.

5. BUSINESS LICENSE DISCOVERY/RECOVERY CONTRACT

Finance Director Merchant presented the staff report dated February 24, 2015 recommending the City Council approve entering into a contract for business license discovery/recovery services with MuniServices for a two-year term, with the option to renew for an additional two years. The fee is on a contingency basis and will be 32.5% of new revenues generated directly by MuniServices. The fee will apply to revenues for the current tax year, all eligible prior period revenues and any applicable penalties, interest and late charges.

Mary Flynn, representing MuniServices, stated the 32.5% fee was on the lower end of what they offered to other cities, which was typically 45% – 47%. She stated the rate of recovery varied

from City to City; however, conservatively they expected to generate at least \$200,000 over a three-year period.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously approved entering into a contract for business license discovery/recovery services with MuniServices for a two-year term, with the option to renew for an additional two years. The fee is on a contingency basis and will be 32.5% of new revenues generated directly by MuniServices. The fee will apply to revenues for the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges.

6. VEHICLE REPLACEMENT PURCHASE

Public Works Director/City Engineer Bernal presented the staff report dated February 24, 2015 recommending the City Council authorize the issuance of a purchase order for eleven (11) Public Works service vehicles to State of California contract #1-14-23-20A low bidder, Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$311,462.55 and an additional \$20,000 for dealer installed auxiliary equipment.

Deputy Director of Public Works Bechtholdt clarified because of the economy, the City had extended the life of the vehicles as much as possible. He noted the new vehicles would be equipped to improve the safety.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council unanimously authorized the issuance of a purchase order for eleven (11) Public Works service vehicles to State of California contract #1-14-23-20A low bidder, Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$311,462.55 and an additional \$20,000 for dealer installed auxiliary equipment.

7. SIDEWALK AND PEDESTRIAN IMPROVEMENTS (P.W. 409-3)

Public Works Director/City Engineer Bernal presented the staff report dated February 24, 2015 recommending the City Council award the Sidewalk and Pedestrian Improvements project to the low bidder, J.J.R. Construction, Inc., in the amount of \$594,841 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase the project budget by \$150,000 to \$650,000.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously awarded the Sidewalk and Pedestrian Improvements project to the low bidder, J.J.R. Construction, Inc., in the amount of \$594,841 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase the project budget by \$150,000 to \$650,000.

8. ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 5 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON VARIOUS ROADWAYS (PW 282-3A)

Assistant City Engineer Filson presented the staff report dated February 24, 2015 recommending the City Council introduce, by title only, an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets.

Bill Wallace, Antioch resident, presented petitions signed by Antioch residents who requested a speed limit reduction and the addition of traffic calming measures for their neighborhood.

In response to Mr. Wallace, Assistant City Engineer Filson stated Noia Avenue, Winsor Drive, and Roelling Lane were very narrow streets and the City Council could direct them to be included in the ordinance.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously introduced, by title only, an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets with direction to add Noia Avenue, Winsor Drive, and Roelling Lane (between Winsor Drive and Noia Avenue), to § 4-5.1501.1 of the resolution.

9. GUIDELINES FOR TABULATING PROTESTS WITH RATE HEARINGS

City Attorney Nerland presented the staff report dated February 24, 2015 recommending the City Council approve the Resolution adopting guidelines for noticing and the submission and tabulation of protests for rate hearings conducted pursuant to Article XIID of the California Constitution (Proposition 218). This action does not approve any rate increases, but merely approves the noticing and protest procedures for conducting a public hearing in the future.

RESOLUTION 2015/09

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the Resolution adopting guidelines for noticing and the submission and tabulation of protests for rate hearings conducted pursuant to Article XIID of the California Constitution (Proposition 218). This action does not approve any rate increases, but merely approves the noticing and protest procedures for conducting a public hearing in the future.

10. MUNICIPAL CODE AMENDMENTS RELATED TO CODE ENFORCEMENT AND APPEALS

City Attorney Nerland presented the staff report dated February 24, 2015 recommending the City Council: 1) Approve by motion the reading of the ordinance by title only; and 2) Introduce the Ordinance amending Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of

staff decisions of planning, zoning or subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances.

In response to Councilmember Ogorchock, Deputy Director of Community Development Graham explained citation fees were set to encourage compliance and it may be more advantageous to increase the reinspection fee through the Master Fee Schedule.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously 1) Approved by motion the reading of the ordinance by title only; and 2) Introduced the Ordinance amending Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of staff decisions of planning, zoning or subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances.

11. DISCUSSION OF COUNCIL MEETING SCHEDULE

City Manager Duran presented the staff report dated February 24, 2015 recommending the City Council discuss the July, August, and December 2015, City Council meeting schedule and provide direction to staff by motion.

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously directed staff to cancel the July 14, 2015 City Council meeting.

PUBLIC COMMENTS – None

Ed Judkins, Antioch resident and Treasurer of the Friends of the Antioch Library, requested the City Council consider re-establishing some funding to the library.

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Wilson reported on her attendance at the Opportunity Junction anniversary celebration.

In response to Councilmember Wilson, City Manager Duran stated library funding would be a topic addressed during budget discussions.

Councilmember Rocha reminded City Council of the EC2 Economic Development Summit to be held from 9:00 A.M. – 2:00 P.M. on February 27, 2015.

Councilmember Ogorchock added Councilmembers planning on attending the Summit, needed to RSVP for the event.

Mayor Harper thanked the City Council, staff and audience for their participation this evening.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 11:11 P.M. to the next regular Council meeting on March 10, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 12-26, 2015
 FUND/CHECK#

100 General Fund

Non Departmental

355143 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	11,027.70
355156 SOLAR CITY	CBSC FEE REFUND	30.81
355206 MESA BILLBOARD	DEPOSIT REFUND	1,209.00

City Council

355146 RICKS ON SECOND	MEETING EXPENSE	101.25
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City Attorney

355079 BANK OF AMERICA	CONFERENCE FEES	595.00
355198 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	840.00
355236 XEROX CORPORATION	COPIER LEASE/USAGE	112.01

City Manager

355080 BANK OF AMERICA	CONFERENCE FEES	490.50
355124 LEACH, TAMARA L	EXPENSE REIMBURSEMENT	40.00
355149 SAN FRANCISCO BUS TIMES	SUBSCRIPTION	75.00
355203 MAIL STREAM	PRINTING SERVICES	7,745.32
355236 XEROX CORPORATION	COPIER LEASE/USAGE	112.01

City Clerk

355074 AMERICAN LEGAL PUBLISHING	INTERNET RENEWAL	500.00
355089 CCAC	SEMINAR-SIMONSEN	175.00
355180 BAY AREA NEWS GROUP	LEGAL AD	704.88
355188 EIDEN, KITTY J	MINUTES CLERK	616.00
355236 XEROX CORPORATION	COPIER LEASE/USAGE	112.02

City Treasurer

355108 GARDA CL WEST INC	ARMORED CAR PICK UP	226.93
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Human Resources

355081 BANK OF AMERICA	LABOR POSTERS	228.42
355195 IEDA INC	PROFESSIONAL SERVICES	3,699.04
355198 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	383.50
355199 JOBS AVAILABLE INC	RECRUITMENT ADVERTISEMENT	351.00
355202 LEAGUE OF CALIF CITIES	RECRUITMENT ADVERTISEMENT	250.00
355209 MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	480.45
355212 OFFICE MAX INC	OFFICE SUPPLIES	102.00
355236 XEROX CORPORATION	COPIER LEASE/USAGE	439.74

Economic Development

355135 MUNICIPAL RESOURCE GROUP LLC	CONSULTANT SERVICES	5,458.20
355236 XEROX CORPORATION	COPIER LEASE/USAGE	112.01

Finance Administration

355212 OFFICE MAX INC	OFFICE SUPPLIES	368.98
355236 XEROX CORPORATION	COPIER LEASE/USAGE	368.39

Finance Accounting

355180 BAY AREA NEWS GROUP	LEGAL AD	553.58
355212 OFFICE MAX INC	OFFICE SUPPLIES	103.01

Finance Operations

355212 OFFICE MAX INC	OFFICE SUPPLIES	125.46
355236 XEROX CORPORATION	COPIER LEASE/USAGE	2,057.32

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Non Departmental

355134 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	13,222.56
355186 DELTA DIABLO	GOLF COURSE WATER	2,214.00
923897 RETIREE	MEDICAL AFTER RETIREMENT	1,658.84

Public Works Maintenance Administration

355212 OFFICE MAX INC	OFFICE SUPPLIES	23.49
355236 XEROX CORPORATION	COPIER LEASE/USAGE	44.92

Public Works General Maintenance Services

355236 XEROX CORPORATION	COPIER LEASE/USAGE	119.71
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Public Works Street Maintenance

355231 VERIZON WIRELESS	DATA PLAN	38.01
923752 GRANITE ROCK CO	PAVING MATERIALS	1,415.94

Public Works-Signal/Street Lights

355235 WESCO RECEIVABLES CORP	STREET LIGHTS	24,612.83
923745 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,544.62

Public Works-Striping/Signing

355107 FASTLANE TEK INC	DATA SUPPORT	3,655.00
355212 OFFICE MAX INC	OFFICE SUPPLIES	6.55
355231 VERIZON WIRELESS	DATA PLAN	38.01

Public Works-Facilities Maintenance

355165 BANK OF AMERICA	SUPPLIES	33.96
355181 BELUS CONST AND INVESTMENTS INC	MARINA SHOWER REPAIR	1,545.00
355231 VERIZON WIRELESS	DATA PLAN	38.01

Public Works-Parks Maint

355101 DELTA FENCE CO	FENCE REPAIR	2,775.00
355138 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	56,011.21

Police Administration

355075 ANDAZ NAPA HOTEL	LODGING-MEADS	749.41
355086 CALIFORNIA PEACE OFFICERS ASSOC	REGISTRATION-FLOURNOY	250.00
355091 COMCAST	CABLE SERVICE	51.97
355092 COMMERCIAL SUPPORT SERVICES	CAR WASHES	840.00
355093 CONTRA COSTA COUNTY	TUITION-SIMONE	577.00
355094 CONTRA COSTA COUNTY	TUITION-DEL GALLEGO	577.00
355100 DEL GALLEGO, SOPHIA CARLA	MEAL ALLOWANCE	112.50
355110 GONZALEZ, ADRIAN E	MEAL ALLOWANCE	37.50
355114 III	TRAINING-GONZALEZ	382.00
355119 KOCH, MATTHEW T	TRAINING PER DIEM	610.00
355121 LADUE, DONALD	TRAINING PER DIEM	183.00
355123 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	1,038.00
355125 LEE, JENNIFER L	TRAINING PER DIEM	560.00
355126 LIONS GATE HOTEL	LODGING-SCHNITZIUS	325.05
355129 MARRIOTT HOTEL	LODGING 4/12-4/17/15-LEE	928.40
355130 MARRIOTT HOTEL	LODGING 4/19-4/24/15-LEE	928.40
355131 MEADS, ROBERT P	EXPENSE REIMBURSEMENT	122.17
355132 MEADS, ROBERT P	TRAINING PER DIEM	198.00
355136 OFFICE MAX INC	OFFICE SUPPLIES	3,218.45

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355141 PORTO, RANDY	TCR FEE REFUND	22.00
355150 SBRPSTC	TUITION-LEE	350.00
355151 SCHNITZIUS, TREVOR W	TRAINING PER DIEM	549.00
355153 SIMONE, KRISTINE MARIE	MEAL ALLOWANCE	112.50
355160 STAYBRIDGE SUITES	LODGING-LADUE	304.35
355164 CALIFORNIA PEACE OFFICERS ASSOC	TUITION-LADUE	393.00
355166 BANK OF AMERICA	MEETING EXPENSE	117.74
355167 BANK OF AMERICA	CAREER FAIR EXPENSES	2,150.14
355168 BANK OF AMERICA	TUITION-MOREFIELD	1,895.07
355177 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
355178 ASR - BRICKER MINCOLA	UNIFORMS	761.91
355188 EIDEN, KITTY J	MINUTES CLERK	225.00
355210 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	343.23
355212 OFFICE MAX INC	OFFICE SUPPLIES	1,462.58
355233 VERIZON WIRELESS	AIR CARD	76.02
355236 XEROX CORPORATION	COPIER LEASE/USAGE	2,120.58
Police Community Policing		
355106 FACHNER, DANIEL E	EXPENSE REIMBURSEMENT	139.44
355154 SMITH, REGINA B	EXPENSE REIMBURSEMENT	104.35
355163 WINNER CHEVROLET INC	PATROL CAR	33,060.80
355211 OCCUPATIONAL HEALTH CENTERS	PREPLACEMENT MEDICAL	65.00
355220 RAINS LUCIA STERN PC	SETTLEMENT-ATTY FEES	3,391.85
355248 FACHNER, DANIEL E	TRAINING PER DIEM	1,275.00
Police Investigations		
355139 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAY PHONE	78.00
355236 XEROX CORPORATION	COPIER LEASE/USAGE	716.65
Police Special Operations Unit		
355229 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,546.94
Police Communications		
355077 AT AND T MOBILITY	HIGH SPEED WIRELESS	2,332.60
355168 BANK OF AMERICA	MEMBER DUES	327.00
355170 GLOBALSTAR	SATELLITE PHONE	87.63
355174 AMERICAN TOWER CORPORATION	TOWER RENTAL	222.84
355175 AMS DOT NET INC	911 PHONE SYSTEM	1,287.50
355179 AT AND T MOBILITY	HIGH SPEED WIRELESS	442.43
923754 HUBB SYSTEMS LLC DATA 911	COMPUTER EQUIPMENT	6,114.30
Police Community Volunteers		
355105 EIDEN, KITTY J	MINUTES CLERK	126.00
355144 RASPORT INC	VOLUNTEER GIFTS	910.26
Community Development Administration		
355236 XEROX CORPORATION	COPIER LEASE/USAGE	342.72
Community Development Land Planning Services		
355105 EIDEN, KITTY J	MINUTES CLERK	84.00
355180 BAY AREA NEWS GROUP	LEGAL AD	574.66

CD Code Enforcement

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355080 BANK OF AMERICA	TRAINING-LEACH	279.00
355124 LEACH, TAMARA L	MILEAGE REIMBURSEMENT	52.31
355173 ALLIED WASTE SERVICES	GARBAGE ABATEMENT	3,798.54
PW Engineer Land Development		
355165 BANK OF AMERICA	SUPPLIES	56.46
355228 TJKM TRANSPORT CONSULTANTS	CONSULTING SERVICES	15,737.50
355232 VERIZON WIRELESS	DATA PLAN	76.02
355236 XEROX CORPORATION	COPIER LEASE/USAGE	133.28
Community Development Building Inspection		
355156 SOLAR CITY	TECH FEE REFUND	696.22
355212 OFFICE MAX INC	OFFICE SUPPLIES	294.04
Capital Imp. Administration		
355226 STATE OF CALIFORNIA	LICENSE RENEWAL	115.00
355232 VERIZON WIRELESS	DATA PLAN	38.01
Community Development Engineering Services		
355212 OFFICE MAX INC	OFFICE SUPPLIES	29.88
923743 COMPUTERLAND	HP - MAINTENANCE KIT	346.62
212 CDBG Fund		
CDBG		
355180 BAY AREA NEWS GROUP	LEGAL AD	427.20
355184 CONTRA COSTA COUNTY	CDBG SERVICES	2,285.04
355213 OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	2,124.87
355214 OPPORTUNITY JUNCTION	CDBG SERVICES	12,499.97
355223 SENIOR OUTREACH SERVICES	CDBG SERVICES	4,300.00
355224 SHELTER INC	CDBG SERVICES	2,548.55
213 Gas Tax Fund		
Streets		
355180 BAY AREA NEWS GROUP	LEGAL AD	391.60
923756 PROVEN MANAGEMENT INC	WILBUR BRIDGE PROJECT	54,517.94
214 Animal Control Fund		
Animal Control		
355236 XEROX CORPORATION	COPIER LEASE/USAGE	195.10
219 Recreation Fund		
Non Departmental		
355187 DVHS BAND BOOSTERS	DEPOSIT REFUND	1,000.00
Recreation Admin		
923751 GRAINGER INC	SUPPLIES	31.70
Recreation Classes/Prog		
355078 BANK OF AMERICA	SUPPLIES	215.86
355120 KOVALICK, LUANNE	CONTRACTOR PAYMENT	1,265.40
355147 RICO VISUALS	CONTRACTOR PAYMENT	255.00
355161 THOMPSON, RANDALL	CONTRACTOR PAYMENT	115.50
Recreation Concessions		
355095 CONTRA COSTA COUNTY	HEALTH PERMIT FEE	640.00
355169 BANK OF AMERICA	SUPPLIES	672.09
355230 US FOODSERVICE INC	CONCESSION SUPPLIES	759.20

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Recreation-New Comm Cntr

355078	BANK OF AMERICA	SUPPLIES	558.83
355095	CONTRA COSTA COUNTY	HEALTH PERMIT FEE	920.00
355108	GARDA CL WEST INC	ARMORED CAR PICK UP	129.40
355128	MARLIES CLEANING SERVICE	CLEANING SERVICE	270.00
355138	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,619.00
355191	GARDA CL WEST INC	ARMORED CAR PICK UP	52.47
355230	US FOODSERVICE INC	CONCESSION SUPPLIES	117.22
355236	XEROX CORPORATION	COPIER LEASE/USAGE	328.91
923751	GRAINGER INC	SUPPLIES	62.92
923753	HAMMONS SUPPLY COMPANY	SUPPLIES	160.80
923755	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,607.20

222 Measure C/J Fund

Streets

355180	BAY AREA NEWS GROUP	LEGAL AD	400.50
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226 Solid Waste Reduction Fund

Solid Waste Used Oil

355221	REPUBLIC SERVICES INC	CURBSIDE OIL COLLECTION	1,715.37
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229 Pollution Elimination Fund

Channel Maintenance Operation

355085	CALIF DEPT OF FISH AND WILDLIFE	MAINT AGREEMENT PERMIT	2,947.50
355165	BANK OF AMERICA	RENEWAL-LAWSON	62.17

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 2

355116	IRRIGATION SYSTEM SERVICE	WIRE REPAIR	125.00
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257 SLLMD Administration Fund

SLLMD Administration

355088	CAPCA	SEMINAR-HARRIS/BECHTHOLDT	120.00
355231	VERIZON WIRELESS	DATA PLAN	76.02

361 Hillcrest Assessment Fund

Assessment District

355200	KIMLEY HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES	607.99
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376 Lone Diamond Fund

Assessment District

355183	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	165.00
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569 Vehicle Replacement Fund

Equipment Maintenance

355102	DIAMOND TRUCK BODY MFG CO INC	SERVICE TRUCK	27,993.00
355117	JACK DOHENY SUPPLIES INC	EQUIPMENT	89,350.00

570 Equipment Maintenance Fund

Non Departmental

355113	HUNT AND SONS INC	FUEL	12,116.45
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Equipment Maintenance

355127	MAACO	BODY WORK	901.01
355133	MUNICIPAL MAINT EQUIPMENT INC	ALIGNMENT	240.00

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355142	PRECISION AUTO BODY	VEHICLE REPAIR	2,536.25
355155	SNAP ON INDUSTRIAL	EQUIPMENT	6,142.59
355216	PETERSON	SUPPLIES	123.99
355219	QUICK PC SUPPORT	ANTENNA INSTALLATION	3,250.00
355227	T & D DIESEL TESTING	EMISSION TEST	55.00
355231	VERIZON WIRELESS	DATA PLAN	38.01
355236	XEROX CORPORATION	COPIER LEASE/USAGE	54.89

573 Information Services Fund

Information Services

355212	OFFICE MAX INC	OFFICE SUPPLIES	13.46
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Network Support & PCs

355090	COMCAST	INTERNET SERVICE	130.05
355212	OFFICE MAX INC	OFFICE SUPPLIES	52.93

577 Post Retirement Medical-Police Fund

Non Departmental

355205	RETIREE	MEDICAL AFTER RETIREMENT	258.00
355225	RETIREE	MEDICAL AFTER RETIREMENT	178.00
355237	RETIREE	MEDICAL AFTER RETIREMENT	270.95
355239	RETIREE	MEDICAL AFTER RETIREMENT	1,170.00
355240	RETIREE	MEDICAL AFTER RETIREMENT	714.45
355256	RETIREE	MEDICAL AFTER RETIREMENT	887.96
355258	RETIREE	MEDICAL AFTER RETIREMENT	129.00
355267	RETIREE	MEDICAL AFTER RETIREMENT	235.23
355269	RETIREE	MEDICAL AFTER RETIREMENT	89.00
355271	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
355274	RETIREE	MEDICAL AFTER RETIREMENT	663.90
355275	RETIREE	MEDICAL AFTER RETIREMENT	469.02
355276	RETIREE	MEDICAL AFTER RETIREMENT	871.40
923750	RETIREE	MEDICAL AFTER RETIREMENT	165.40
923760	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923764	RETIREE	MEDICAL AFTER RETIREMENT	887.96
923766	RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
923769	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923770	RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
923777	RETIREE	MEDICAL AFTER RETIREMENT	887.96
923778	RETIREE	MEDICAL AFTER RETIREMENT	897.00
923780	RETIREE	MEDICAL AFTER RETIREMENT	556.94
923783	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923793	RETIREE	MEDICAL AFTER RETIREMENT	1,428.90
923797	RETIREE	MEDICAL AFTER RETIREMENT	1,190.16
923798	RETIREE	MEDICAL AFTER RETIREMENT	680.00
923799	RETIREE	MEDICAL AFTER RETIREMENT	317.93
923809	RETIREE	MEDICAL AFTER RETIREMENT	173.51
923812	RETIREE	MEDICAL AFTER RETIREMENT	235.23
923814	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923815	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90

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923816 RETIREE	MEDICAL AFTER RETIREMENT	262.28
923822 RETIREE	MEDICAL AFTER RETIREMENT	173.51
923836 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923838 RETIREE	MEDICAL AFTER RETIREMENT	592.45
923839 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923849 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923850 RETIREE	MEDICAL AFTER RETIREMENT	811.87
923851 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923853 RETIREE	MEDICAL AFTER RETIREMENT	949.68
923863 RETIREE	MEDICAL AFTER RETIREMENT	592.45
923873 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923878 RETIREE	MEDICAL AFTER RETIREMENT	469.02
923882 RETIREE	MEDICAL AFTER RETIREMENT	592.45
923891 RETIREE	MEDICAL AFTER RETIREMENT	592.45
923893 RETIREE	MEDICAL AFTER RETIREMENT	239.43
923894 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90

578 Post Retirement Medical-Misc Fund

Non Departmental

355192 RETIREE	MEDICAL AFTER RETIREMENT	237.30
355238 RETIREE	MEDICAL AFTER RETIREMENT	232.69
355241 RETIREE	MEDICAL AFTER RETIREMENT	449.11
355244 RETIREE	MEDICAL AFTER RETIREMENT	232.69
355245 RETIREE	MEDICAL AFTER RETIREMENT	114.69
355246 RETIREE	MEDICAL AFTER RETIREMENT	285.44
355247 RETIREE	MEDICAL AFTER RETIREMENT	587.38
355252 RETIREE	MEDICAL AFTER RETIREMENT	118.65
355255 RETIREE	MEDICAL AFTER RETIREMENT	232.69
355259 RETIREE	MEDICAL AFTER RETIREMENT	232.69
355263 RETIREE	MEDICAL AFTER RETIREMENT	351.38
355264 RETIREE	MEDICAL AFTER RETIREMENT	114.69
355265 RETIREE	MEDICAL AFTER RETIREMENT	587.38
355266 RETIREE	MEDICAL AFTER RETIREMENT	114.69
355268 RETIREE	MEDICAL AFTER RETIREMENT	114.69
355273 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923758 RETIREE	MEDICAL AFTER RETIREMENT	702.76
923761 RETIREE	MEDICAL AFTER RETIREMENT	246.76
923762 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923763 RETIREE	MEDICAL AFTER RETIREMENT	230.63
923765 RETIREE	MEDICAL AFTER RETIREMENT	258.90
923768 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923772 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923775 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923782 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923784 RETIREE	MEDICAL AFTER RETIREMENT	361.38
923787 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923789 RETIREE	MEDICAL AFTER RETIREMENT	232.69

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923792 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923795 RETIREE	MEDICAL AFTER RETIREMENT	173.51
923796 RETIREE	MEDICAL AFTER RETIREMENT	250.00
923803 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923804 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923806 RETIREE	MEDICAL AFTER RETIREMENT	257.98
923811 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923813 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923818 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923821 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923823 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923825 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923828 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923831 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923832 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923835 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923845 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923846 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923855 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923858 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923862 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923868 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923877 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923879 RETIREE	MEDICAL AFTER RETIREMENT	246.76
923880 RETIREE	MEDICAL AFTER RETIREMENT	131.94
923881 RETIREE	MEDICAL AFTER RETIREMENT	173.51
923884 RETIREE	MEDICAL AFTER RETIREMENT	709.38
923890 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923892 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923895 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923896 RETIREE	MEDICAL AFTER RETIREMENT	171.60

579 Post Retirement Medical-Mgmt Fund

Non Departmental

355242 RETIREE	MEDICAL AFTER RETIREMENT	891.90
355243 RETIREE	MEDICAL AFTER RETIREMENT	172.69
355249 RETIREE	MEDICAL AFTER RETIREMENT	114.69
355251 RETIREE	MEDICAL AFTER RETIREMENT	232.69
355253 RETIREE	MEDICAL AFTER RETIREMENT	400.00
355254 RETIREE	MEDICAL AFTER RETIREMENT	587.38
355257 RETIREE	MEDICAL AFTER RETIREMENT	351.38
355260 RETIREE	MEDICAL AFTER RETIREMENT	752.38
355261 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
355262 RETIREE	MEDICAL AFTER RETIREMENT	114.69
355270 RETIREE	MEDICAL AFTER RETIREMENT	232.69
355272 RETIREE	MEDICAL AFTER RETIREMENT	564.85
923767 RETIREE	MEDICAL AFTER RETIREMENT	351.38

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923771 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923773 RETIREE	MEDICAL AFTER RETIREMENT	172.70
923774 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923776 RETIREE	MEDICAL AFTER RETIREMENT	891.90
923779 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923781 RETIREE	MEDICAL AFTER RETIREMENT	709.38
923785 RETIREE	MEDICAL AFTER RETIREMENT	615.52
923786 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923788 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923790 RETIREE	MEDICAL AFTER RETIREMENT	467.38
923791 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923794 RETIREE	MEDICAL AFTER RETIREMENT	246.76
923800 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923801 RETIREE	MEDICAL AFTER RETIREMENT	891.90
923802 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923805 RETIREE	MEDICAL AFTER RETIREMENT	873.55
923807 RETIREE	MEDICAL AFTER RETIREMENT	578.29
923808 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923810 RETIREE	MEDICAL AFTER RETIREMENT	469.02
923817 RETIREE	MEDICAL AFTER RETIREMENT	322.37
923819 RETIREE	MEDICAL AFTER RETIREMENT	717.38
923820 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923824 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923826 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923827 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923829 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923830 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923833 RETIREE	MEDICAL AFTER RETIREMENT	172.38
923834 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923837 RETIREE	MEDICAL AFTER RETIREMENT	531.58
923840 RETIREE	MEDICAL AFTER RETIREMENT	173.51
923841 RETIREE	MEDICAL AFTER RETIREMENT	246.76
923842 RETIREE	MEDICAL AFTER RETIREMENT	172.69
923843 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923844 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923847 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923848 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923852 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923854 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923856 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923857 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923859 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923860 RETIREE	MEDICAL AFTER RETIREMENT	172.70
923861 RETIREE	MEDICAL AFTER RETIREMENT	372.69
923864 RETIREE	MEDICAL AFTER RETIREMENT	891.90
923865 RETIREE	MEDICAL AFTER RETIREMENT	351.38

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923866	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923867	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923869	RETIREE	MEDICAL AFTER RETIREMENT	246.76
923870	RETIREE	MEDICAL AFTER RETIREMENT	615.52
923871	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923872	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923874	RETIREE	MEDICAL AFTER RETIREMENT	752.38
923875	RETIREE	MEDICAL AFTER RETIREMENT	185.67
923876	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923883	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923885	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923886	RETIREE	MEDICAL AFTER RETIREMENT	1,596.50
923887	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923888	RETIREE	MEDICAL AFTER RETIREMENT	1,520.00
923889	RETIREE	MEDICAL AFTER RETIREMENT	246.76

611 Water Fund

Non Departmental

355083	BISHOP CO	SUPPLIES	256.06
355148	ROBERTS AND BRUNE CO	SUPPLIES	4,420.73
923753	HAMMONS SUPPLY COMPANY	SUPPLIES	856.74

Water Supervision

355165	BANK OF AMERICA	CONFERENCE FEES	823.69
355231	VERIZON WIRELESS	DATA PLAN	76.02

Water Production

355118	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	27,810.43
355122	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	1,996.50
355165	BANK OF AMERICA	HARDWARE	241.28
355171	ACE HARDWARE, ANTIOCH	SUPPLIES	12.73
355185	CONTRA COSTA WATER DISTRICT	RAW WATER	423,895.82
355189	FERGUSON ENTERPRISES INC	PIPING AND VALVES	273.21
355190	FRIGARD CHIROPRACTIC	DMV EXAMS	150.00
355194	HARRINGTON INDUSTRIAL PLASTICS	PIPE FITTINGS	338.31
355196	IEH LABORATORIES	WATER TESTING	775.00
355211	OCCUPATIONAL HEALTH CENTERS	PREPLACEMENT MEDICAL	423.50
355217	POLYDYNE INC	POLYMER	5,060.00
355222	RF MACDONALD COMPANY	EQUIPMENT REPAIR	6,371.74
355231	VERIZON WIRELESS	DATA PLAN	38.01
355234	WALTER BISHOP CONSULTING	CONSULTING SERVICES	42.38
355236	XEROX CORPORATION	COPIER LEASE/USAGE	74.66
923748	CHEMTRADE CHEMICALS US LLC	ALUM	6,902.04
923749	CONSOLIDATED ELECTRICAL DIST INC	BATTERIES	1,761.30

Water Distribution

355148	ROBERTS AND BRUNE CO	PIPE & FITTINGS	653.14
355159	STATE WATER CONTROL BOARD	RENEWAL-SCHATZ	80.00
355165	BANK OF AMERICA	SUPPLIES	263.66
355171	ACE HARDWARE, ANTIOCH	SUPPLIES	4.20

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 12-26, 2015
 FUND/CHECK#

355176	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	9,725.96
355186	DELTA DIABLO	RECYCLED WATER	7,162.73
355190	FRIGARD CHIROPRACTIC	DMV EXAMS	150.00
355197	INFOSEND INC	PRINT/MAIL SERVICE	2,500.39
355198	JACKSON LEWIS LLP	PROFESSIONAL SERVICES	919.57
355204	MCCAMPBELL ANALYTICAL INC	SAMPLES TESTING	406.80
355212	OFFICE MAX INC	OFFICE SUPPLIES	357.29
355231	VERIZON WIRELESS	DATA PLAN	380.10
355236	XEROX CORPORATION	COPIER LEASE/USAGE	139.70
Water Meter Reading			
355165	BANK OF AMERICA	NAME PLATES	320.09
355231	VERIZON WIRELESS	DATA PLAN	38.01
Public Buildings & Facilities			
355076	APPLIED TECHNOLOGY GROUP INC	WIRELESS EQUIPMENT	4,866.28
355111	GRATING PACIFIC INC	SLUICE GATE	3,769.22
355172	ALAMEDA ELECTRICAL DISTRIBUTORS	TRANSMITTER	495.96
355182	BROWN AND CALDWELL INC	ENGINEERING SERVICES	5,959.50
923759	TRANSDYN INC	ELECTRONICS SERVICES	41,410.00
Warehouse & Central Stores			
355236	XEROX CORPORATION	COPIER LEASE/USAGE	139.97
612 Water Line Expansion Fund			
Water Systems			
355180	BAY AREA NEWS GROUP	LEGAL AD	379.14
355201	KLEINFELDER INC	PROFESSIONAL SERVICES	524.88
621 Sewer Fund			
Sewer-Wastewater Supervision			
355103	DOWNEY BRAND ATTORNEYS LLP	LEGAL SERVICES	759.00
355231	VERIZON WIRELESS	DATA PLAN	114.03
355236	XEROX CORPORATION	COPIER LEASE/USAGE	139.70
Sewer-Wastewater Collection			
355104	E M HUNDLEY HARDWARE CO	SUPPLIES	312.52
355109	GENERAL PLUMBING SUPPLY CO	SUPPLIES	153.77
355112	HONU EXPERIENCE	DATA CABLING	6,406.59
355117	JACK DOHENY SUPPLIES INC	EQUIPMENT	89,350.00
355165	BANK OF AMERICA	PORTABLE RESTROOM	396.90
355176	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	10,996.93
355197	INFOSEND INC	PRINT/MAIL SERVICE	2,500.39
355198	JACKSON LEWIS LLP	PROFESSIONAL SERVICES	919.57
355215	ORTEGA, ALEXANDER	RENEWAL REIMBURSEMENT	156.00
355231	VERIZON WIRELESS	DATA PLAN	228.06
923742	ALTURA COMMUNICATION SOLUTIONS	DATA SWITCH	8,109.06
923744	CRYSTAL CLEAR LOGOS INC	SHIRTS	83.03
923757	SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
622 Sewer Facilities Expansion Fund			
Wastewater Collection			
355082	BENCHMARK CONSULTANTS	ENGINEERING SERVICES	1,500.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 12-26, 2015
 FUND/CHECK#

355201	KLEINFELDER INC	PROFESSIONAL SERVICES	524.87
355207	MICHELS CORPORATION	SEWER PROJECT	280,999.55
631 Marina Fund			
Marina Administration			
355084	CALIFORNIA DELTA CHAMBERS	MEMBER DUES	165.00
355145	RECREATION PUBLICATIONS	ADVERTISING	2,250.00
355236	XEROX CORPORATION	COPIER LEASE/USAGE	51.23
Marina Maintenance			
355165	BANK OF AMERICA	SUPPLIES	302.63
641 Prewett Water Park Fund			
Recreation Aquatics			
355208	MUIR, ROXANNE	CONTRACTOR PAYMENT	70.00
Recreation Water Park			
355095	CONTRA COSTA COUNTY	HEALTH PERMIT FEE	1,774.00
355108	GARDA CL WEST INC	ARMORED CAR PICK UP	129.39
355138	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,507.67
355191	GARDA CL WEST INC	ARMORED CAR PICK UP	52.47
355218	PRAXAIR DISTRIBUTION INC	OXYGEN	103.55
355236	XEROX CORPORATION	COPIER LEASE/USAGE	344.02
923749	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	55.91
923751	GRAINGER INC	SUPPLIES	324.09
923755	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,647.86
Rec Prewett Concessions			
355095	CONTRA COSTA COUNTY	HEALTH PERMIT FEE	1,280.00
721 Employee Benefits Fund			
Non Departmental			
355096	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
355097	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,055.50
355098	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
355115	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
355137	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	8,492.11
355140	PARS	PAYROLL DEDUCTIONS	2,910.23
355157	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
355158	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	113.62
355162	RECIPIENT	PAYROLL DEDUCTIONS	112.15
923746	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	25,842.01
923747	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,427.76



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 10, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynn Tracy Nerland, City Attorney

SUBJECT: Municipal Code Amendments related to Code Enforcement and Appeals

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance amending Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of staff decisions of planning, zoning or subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances (Attachment A).

STRATEGIC PURPOSE

This action addresses the following long term goals:

Long Term Goal C: Blight Eradication. Eradicate blight through code enforcement and blight abatement.

Long Term Goal M: Legal Services. Provide legal counsel to the City Council and staff to enable and support all City policies, procedures and initiatives.

FISCAL IMPACT

The proposed amendments regarding the appeals procedures and summary abatement do not have a direct fiscal impact, but rather clarify issues that have arisen in the past. Increasing the fines for administrative citations issued for violations of the Municipal Code that are misdemeanors could increase revenue to the City, but more importantly could create a greater financial incentive for compliance with the Municipal Code, especially those provisions regarding property maintenance and public nuisances.

DISCUSSION

The Ordinance was introduced as presented by staff on February 24, 2015. Therefore, no other options are presented.

ATTACHMENTS

- A. Proposed Ordinance amending Municipal Code Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314

2.C
Agenda Item #

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTION 1-4.01 OF THE MUNICIPAL CODE TO CLARIFY THE APPEALS PROCESS; SECTION 1-5.06 REGARDING FINES FOR MUNICIPAL CODE VIOLATIONS; AND SECTIONS 5-1.301, 5-1.302 AND 5-1.314 REGARDING ABATEMENT OF NUISANCES

SECTION 1. Section 1-4.01, "Right of Appeal," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 1-4.01 RIGHT TO APPEAL.

Except as otherwise specifically provided in this code, any person excepting to any administrative decision made by any official of the city pursuant to the provisions of this code may appeal in writing to the Board of Administrative Appeals by filing with the Secretary of the Board a written notice of such appeal, setting forth the specific grounds thereof.

Any administrative decision made by any official of the city regarding a matter governed by Title 9 of the Antioch Municipal Code, "Planning and Zoning," shall not be appealed to the Board of Administrative Appeals but shall be appealed to the Planning Commission.

SECTION 2. Section 1-5.09, "Fines; Amounts," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 1-5.06 FINES; AMOUNTS.

(A) The maximum amount of administrative fines authorized in this chapter for violations of the Municipal Code deemed to be infractions shall be as follows:

- (1) \$100 for the first violation;
- (2) \$200 for the second violation of the same ordinance within one year from the date of issuance of the first citation;
- (3) \$500 for the third and each additional violation of the same ordinance within one year from the date of issuance of the first citation.

(B) *The maximum amount of administrative fines authorized in this chapter for violations of the Municipal Code deemed to be misdemeanors shall be as follows:*

- (1) \$100 for the first violation;
- (2) \$500 for the second violation of the same ordinance within one year from the date of issuance of the first citation;
- (3) \$1,000 for the third and each additional violation of the same ordinance within one year from the date of issuance of the first citation.

(C) Notwithstanding the above, a violation of the local building and safety codes determined to be an infraction is punishable by a fine not exceeding \$100 for a first violation; a fine not exceeding \$500 for a second violation of the same ordinance within one year; a fine not exceeding \$1,000 for each additional violation of the same ordinance within one year of the first violation.

(D) A 10% late payment fee shall be imposed on any fine that is not paid within 30 days of the issuance of the citation.

SECTION 3. Section 5-1.301, "Method," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 5-1.301 *ABATEMENT METHODS.*

All or any part of premises found, as provided in § 5-1.201 of this chapter, to constitute a public nuisance shall be abated by rehabilitation, demolition, repair, or removal pursuant to the procedures set forth in this article. *Any building or structure or any abandoned, wrecked, dismantled or inoperative vehicle or boat or parts thereof, located thereon, and found as provided in this chapter, to constitute a public nuisance, may be abated by rehabilitation, demolition, repair or removal pursuant to the procedures set forth in this chapter.* The procedures set forth in this article shall not in any manner limit or restrict the city from enforcing any other provisions of this code or from abating any public nuisance in any other manner provided by law.

SECTION 4. Section 5-1.302, "Abatement Methods," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 5-1.302 *ADDITIONAL ABATEMENT ACTIONS.*

~~All or part of any real property, or any building or structure or any abandoned, wrecked, dismantled or inoperative vehicle or boat or parts thereof, located thereon, and found as provided in this chapter, to constitute a public nuisance, may be abated by rehabilitation, demolition, repair or removal pursuant to the procedures set forth in this chapter.~~

In addition to the abatement methods set forth in Section 5-1.301, the property owner may be required to take additional actions to abate the public nuisance and to ensure that the nuisance does not continue at the property or another location, including but not limited to fencing the property and or providing a receipt from a permitted disposal, recycling or transfer facility indicating that the removed trash, hazardous materials and other items were disposed of in a proper and legal manner.

SECTION 5. Section 5-1.314, "Summary Abatement," of the Antioch Municipal Code is amended in its entirety to read as follows:

"§ 5-1.314 SUMMARY ABATEMENT.

- (A) If, in the opinion of the City Manager, *or his or her designee*, or in the case of a structure or building, in the opinion of the Building Official, there exists any condition on any premises within the City which is of such a nature as to be immediately dangerous to the public health, safety or welfare, or that constitutes an immediate threat of injury to any person or damage to property which, if not abated, would, during the pendency of the abatement procedures set forth in this chapter, subject the public or property to potential injury or harm of a serious nature, the condition may be abated by the City immediately without compliance with the provisions of this code.
- (B) No summary abatement shall be undertaken unless the City Attorney or his or her authorized representative first approves such action.
- (C) The owner of the property that was the subject of the summary abatement shall be served with written notice, within two (2) business days following the summary abatement action, of the right to request a post-deprivation hearing before the Board of Administrative Appeals *or hearing officer as determined by the City* provided such request is made within ten (10) calendar days of the date of the notice of the summary abatement action. The notice of the summary abatement action and right to request a post-deprivation hearing within ten (10) calendar days shall be served by one or more of the following means: by personal service *or* by regular first class mail, postage fully prepaid, to each property owner at the last known address of the property owner; or if, after diligent search, the owner of the property cannot be found, the notice shall be served by posting a copy thereof in a conspicuous location upon the property. Failure of the property owner to receive "actual" notice shall not affect the validity of the proceedings.
- (D) The cost of the summary abatement, including all administrative costs of any action taken hereunder and reasonable attorneys' fees, may be assessed against the subject premises as a special assessment lien or made a personal obligation of the owner as provided in this code."

SECTION 6. CEQA.

This Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 7. Publication; Effective Date.

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

SECTION 8. Severability.

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

* * * * *

I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on February 24, 2015 and passed and adopted at a regular meeting thereof, held on the . day of _____, by the following vote:

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 10, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne Filson, Assistant City Engineer *LF*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer

SUBJECT: Ordinance Amending Section 4-5.1501 of the Antioch Municipal Code and Changing the Prima Facie Speed Limit on Various Roadways (PW 282-3A)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Ordinance amending the Antioch Municipal Code "Special Speed Zones" Section 4-5.1501 in order to change the prima facie speed limit on certain streets.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5, by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies. This item also supports Strategy A-2 in the Strategic Plan related to deploying police resources in a strategic manner as it is an initial step to being able to use radar to issue more traffic citations for speeding.

FISCAL IMPACT

Minor costs will be incurred to remove and replace existing speed limit signs on the affected streets.

DISCUSSION

The ordinance, included as Attachment "A", was introduced by the City Council on February 24, 2015. Council directed staff to include a revision of the prima facie speed limit for Noia Avenue, Wisner Drive and Roelling Drive from Wisner Drive to Noia Avenue at 15 mph. The attached Ordinance reflects the inclusion of the proposed 15 mph speed limits.

ATTACHMENTS

A: Proposed Ordinance

ATTACHMENT "A"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 4-5.1501 OF THE ANTIOCH MUNICIPAL CODE
IN ORDER TO CHANGE THE PRIMA FACIE SPEED LIMIT ON
VARIOUS STREETS**

WHEREAS, Engineering and Traffic Surveys are required by the State of California to establish speed limits on arterial and collector streets within a municipality as shown on the Functional Classification Maps of the Federal Highway Administration and to enforce those limits using radar or other speed measuring devices; and

WHEREAS, TJKM Transportation Consultants prepared an "Engineering and Traffic Surveys – Draft Report", dated February 6, 2015, recommending revisions to the speed limit on various arterial and collector streets; and

WHEREAS, municipalities within the State of California are required to set the speed limits on local streets as shown on the Functional Classification Maps of the Federal Highway Administration. Engineering and Traffic Surveys are *not* required on local streets to establish speed limits, however speed limits must conform to various sections of the California Vehicle Code; and

WHEREAS, staff is recommending changes to the speed limits on various local streets; and

WHEREAS, updates and cleanup to the municipal code are required due to the construction of new roadways and annexations;

WHEREAS, the City of Antioch is required to memorialize changes to speed limits by ordinance per the California Vehicle Code (CVC 22357); and

WHEREAS, Antioch Municipal Code Sections 4-5.1501.5 and 4-5.1501.6, which set speed limits on various streets at 35 and 40 respectively, will be affected by the proposed ordinance revisions;

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code is hereby amended to read as follows in its entirety:

"§ 4-5.1501 SPEED LIMITS ESTABLISHED.

The Council, on the basis of engineering and traffic investigations and surveys, has determined that the speeds permitted by state laws, as applicable to certain city streets, are different than those necessary for safe operation thereon under the conditions found to exist on such streets. It is hereby declared

that the prima facie speed limit shall be as set forth in this article on those streets, or parts of streets, within the city when signs giving notice thereof have been erected upon such streets.

§ 4-5.1501.1 FIFTEEN MILES PER HOUR.

The speed limit shall be 15 miles per hour on the following streets or parts of streets:

- (A) Parker Lane;
- (B) Noia Avenue;
- (C) Wisner Drive;
- (D) Roelling Drive from Wisner Drive to Noia Avenue.

§ 4-5.1501.2 TWENTY MILES PER HOUR.

The speed limit shall be 20 miles per hour on the following streets or parts of streets: (none).

§ 4-5.1501.3 TWENTY-FIVE MILES PER HOUR.

The speed limit shall be 25 miles per hour on the following streets or parts of streets: All city streets except those designated otherwise in this article.

§ 4-5.1501.4 THIRTY MILES PER HOUR.

The speed limit shall be 30 miles per hour on the following streets or parts of streets:

- (A) A Street from Wilbur Avenue to State Route 4;
- (B) East Tregallas Road from Lone Tree Way to Garrow Drive;
- (C) East 18th Street from A Street to Cavallo Road;
- (D) Buchanan Road from Delta Fair Boulevard to Contra Loma Boulevard Road;
- (E) Delta Fair Boulevard from Belle Drive to Buchanan Road;
- (F) Sycamore Drive from the east boundary of Somersville Road to the west boundary of L Street;
- (G) Willow Avenue from East Eighteenth Street to the north boundary of Oakley Road;
- (H) Oakley Road from the west boundary of Willow Avenue to the east boundary of Viera Avenue;
- (I) Viera Avenue from East 18th Street to its southerly terminus;
- (J) Fitzuren Road from Contra Loma Boulevard to Minta Lane;
- (K) San Jose Drive from Delta Fair Boulevard to Buchanan Road;
- (L) Black Diamond Drive;
- (M) Country Hills Drive from Lone Tree Way to Deer Valley Way;
- (N) Country Hills Drive from Hillcrest Avenue to Laurel Road
- (O) Mokelumne Drive from Lone Tree Way to Prewett Ranch Road;
- (P) Wildflower Drive from Hillcrest Avenue to Deer Valley Road;
- (Q) Mt. Hamilton Drive from Golf Course Road to Dallas Ranch Road;
- (R) Sand Creek Road north of Lone Tree Way;
- (S) Vista Grande Drive;

- (T) Wilson Street;
- (U) Fairview Drive;
- (V) Canada Valley Road.

§ 4-5.1501.5 THIRTY-FIVE MILES PER HOUR.

The speed limit shall be 35 miles per hour on the following streets or parts of streets:

- (A) Lone Tree Way from State Route 4 to James Donlon Boulevard;
- (B) Cavallo Road from Wilbur Avenue to East 18th Street;
- (C) East Tregallas Road from Garrow Drive to Hillcrest Avenue;
- (D) Sunset Drive from Cavallo Road to Hillcrest Avenue;
- (E) East 18th Street from Cavallo Road to Hillcrest Avenue;
- (F) Hillcrest Avenue from East 18th Street to East Tregallas Road;
- (G) West Tenth Street from Somersville Road to L Street;
- (H) L Street from West Tenth Street to the Freeway;
- (I) Contra Loma Boulevard from Buchanan Road to James Donlon Boulevard;
- (J) Buchanan Road from Somersville Road to Delta Fair Boulevard;
- (K) Delta Fair Boulevard from the west city limits to Belle Drive;
- (L) Somersville Road from the north city limits to the south city limits;
- (M) Davison Drive from Lone Tree Way to Hillcrest Avenue;
- (N) Verne Roberts Circle;
- (O) Golf Course Road;
- (P) Prewett Ranch Road from Dallas Ranch Road to Deer Valley Road;
- (Q) Frederickson Lane;
- (R) W. 4th Street from Somersville Road to L Street;
- (S) Larkspur Drive from Hillcrest Avenue to Bluebell Circle;

§ 4-5.1501.6 FORTY MILES PER HOUR.

The speed limit shall be 40 miles per hour on the following streets or parts of streets:

- (A) Wilbur Avenue from A Street to 1600 feet east of Minaker Drive;
- (B) James Donlon Boulevard between Lone Tree Way & Somersville Road;

§ 4-5.1501.7 FORTY-FIVE MILES PER HOUR.

The speed limit shall be 45 miles per hour on the following streets or parts of streets:

- (A) Dallas Ranch Road;
- (B) East 18th Street from Hillcrest Avenue to the east city limits;
- (C) Hillcrest Avenue south of East Tregallas Road;
- (D) Buchanan Road from the west city limits to Somersville Road;
- (E) Oakley Road from Willow Avenue to the east city limits;
- (F) Lone Tree Way from James Donlon Boulevard to the easterly city limits;
- (G) Deer Valley Road;

- (H) Laurel Road;
- (I) Wild Horse Road;
- (J) Somersville Road south of Buchanan Road;
- (K) Wilbur Avenue from 1600 feet east of Minaker Drive to the easterly city limits;
- (L) Heidorn Ranch Road;
- (M) Sand Creek Road.

§ 4-5.1501.8 FIFTY MILES PER HOUR.

The speed limit shall be 50 miles per hour on the following streets or parts of streets: West Tenth Street from the west city limits to Somersville Road.

§ 4-5.1501.9 FIFTY-FIVE MILES PER HOUR.

The speed limit shall be 55 miles per hour on the following streets or parts of streets: None.

§ 4-5.1502 SIGNS ERECTED TO DESIGNATE SPEED LIMITS.

The City Traffic Engineer is directed to have signs erected upon the streets at appropriate **locations** giving notice of the limits established by § 4-5.1501 of this article.

§ 4-5.1503 REGULATION OF SPEED BY TRAFFIC SIGNALS.

The City Traffic Engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from speeds otherwise applicable within the district or intersections and shall erect appropriate signs giving notice thereof.”

SECTION 2. CEQA.

This Ordinance is not a “project” subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 3. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be as required in the California Government Code in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

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 10th day of March 2015 and

A4

passed and adopted at a regular meeting thereof, held on the ____ day of _____ 2015
by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor of the City of Antioch

ATTEST:

City Clerk of the City of Antioch

(PW 282-3A)



STAFF REPORT TO THE CITY COUNCIL

DATE: March 10, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Steve Duran, City Manager
SUBJECT: Purchase and Sale Agreement: The Bedford Center

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute the Purchase and Sale Agreement with Rehabilitation Services of Northern California, for the transfer of the Bedford Center property located at 1811 C Street, Antioch.

STRATEGIC PURPOSE

Transfer of this property to Rehabilitation Services of Northern California (RSNC) will allow the nonprofit to not only continue but expand their services of providing adult day care to disabled seniors particularly those suffering from Alzheimer's disease and related dementia.

This recommended action will eliminate the need for the City to manage and maintain the property, which is not a core service, while ensuring that this valuable community program can continue in its present location. The recommended action falls under **Strategy L-4: Implement City Council policies and direction.**

FISCAL IMPACT

No fiscal impact will be caused by this action. The property is being transferred to RSNC for \$1

DISCUSSION

In 1989, East County Senior Day Care Center (ECSDCC), a nonprofit, deeded the property located at 1811 C Street, the Bedford Center, to the City of Antioch (City) for \$1. The property originally was acquired in 1986 through county/federal grants, then was conveyed to the City when the burdens of property management became too onerous. In 1995 ECSDCC became part of RSNC due to failing financial health and lack of licensure; as RSNC was fully licensed as the only Adult Daycare Health Center to serve all of Contra Costa County and had a very strong financial position.

Over the last 15 years, RSNC has been actively looking for a larger facility to serve more frail adults, people with Alzheimer's disease and their family caregivers. Currently there are 40 participants enrolled at the Bedford Center. This property transfer will allow RSNC to remain at this location and to raise the capital needed to remodel that portion of the building currently unoccupied. The remodeling will add Americans with Disabilities Act (ADA) compliant bathrooms, security systems, painting, upgraded electrical, lighting and other improvements to the building needed to serve their cliental. Once the improvements are in place RSNC will apply to the Department of Public Health to increase their licensing capacity that will allow them to help meet the needs of the growing aging population in Antioch and East County.

With the sale of the Bedford Center to RSNC, Delta 2000 will no longer manage and sublease this property on behalf of the City. Delta 2000 will continue to manage the property that also houses their offices, located at 301 W. 10th Street. Staff anticipates bringing an updated lease with Delta 2000 before the City Council for consideration at a future meeting.

As outlined in the Purchase and Sales Agreement, the property is being transferred to RSNC for \$1. A ten year deed restriction will be recorded on the property restricting the use to adult day care, particularly for seniors suffering from Alzheimer's Disease and related dementia. If at any time during the ten year period RSNC desires to sell the property, the City shall be notified and have 90 days to determine if it's in the City's best interest to repurchase the property. If the City decides to repurchase the property the repurchase price will be \$1.

ATTACHMENTS

1. Resolution
2. Purchase and Sale Agreement

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALES AGREEMENT WITH REHABILITATION SERVICES OF NORTHERN CALIFORNIA FOR THE TRANSFER OF THE BEDFORD CENTER PROPERTY LOCATED AT 1811 C STREET, ANTIOCH**

WHEREAS, the Bedford Center is located on property owned by the City of Antioch at 1811 C Street, Antioch (Property), which property is more particularly described in Schedule 1 of the Purchase and Sales Agreement (PSA), and has provided adult day care services to disabled seniors since 1984 and particularly those suffering from Alzheimer's Disease and related dementia; and

WHEREAS, the Bedford Center services were initially provided by volunteers through the nonprofit East County Senior Day Care Center, which bought the Property with federal Community Development Block Grant funds through Contra Costa County (County); and

WHEREAS, the County recorded a Deed of Development Rights on the Property to ensure its continued use of providing day care services to disabled seniors particularly those suffering from Alzheimer's Disease and related dementia; and

WHEREAS, in 1989, East County Day Care Center sold the Property to the City of Antioch (City) for \$1; and

WHEREAS, the City leased the Property to Antioch Human Resources Center, a nonprofit corporation, who subleased a portion of the Property to the Bedford Center and subleased another portion of the Property to Golden Hills Community Church to run a brown bag lunch program; and

WHEREAS, in 1995, East County Senior Day Care Center became a program of the nonprofit Rehabilitation Services of Northern California; and

WHEREAS, in 1996, the nonprofit Antioch Human Resources Center lost its nonprofit status and the nonprofit group Delta 2000 took over the lease of the Property in 2001; and

WHEREAS, in 2010, Delta 2000 notified Golden Hills Community Church that its sublease of the Property expired on February 1, 2010, and a notice to vacate the premises was served; and

WHEREAS, the City's lease of Property with Delta 2000 expired on September 30, 2011; and

WHEREAS, Rehabilitation Services of Northern California would like to own the Property in order continue and expand the nonprofit use of providing day care services to disabled seniors particularly those suffering from Alzheimer's Disease and related dementia; and

WHEREAS, the City is willing to convey the Property to Rehabilitation Services of Northern California for the continued nonprofit use of providing day care services to disabled seniors particularly those suffering from Alzheimer's Disease and related dementia, subject to the Restrictive Covenant and Right to Repurchase in favor of the City, and has determined that such a conveyance subject to the terms and conditions of the PSA would be in the best interest of the public, including the health, safety and welfare of the City and not a gift of public funds.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Antioch hereby approves the attached Purchase and Sales Agreement and authorizes the City Manager to execute the same.

* * * *

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 ____ day of _____, 2015, by the following vote:

AYES: Councilmembers

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

PURCHASE AND SALE AGREEMENT

(BEDFORD CENTER)

among

CITY OF ANTIOCH,

as Seller

and

REHABILITATION SERVICES OF NORTHERN CALIFORNIA,

as Purchaser

Dated as of March ____, 2015

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Exhibit C	Form of Restrictive Covenant and Right to Repurchase

LIST OF SCHEDULES

Schedule 1 Description of the Land

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this ___ day of March, 2015 (the "Effective Date"), by and among CITY OF ANTIOCH ("Seller"), and REHABILITATION SERVICES OF NORTHERN CALIFORNIA, a California non-profit corporation ("Purchaser"). Seller and Purchaser are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

RECITALS:

A. Seller owns certain real property located at 1811 C Street, Antioch, California, which real property is improved with a 4,500 square foot building.

B. Purchaser would like to own the Property to continue and expand the nonprofit use of providing day care services to disabled seniors particularly those suffering from Alzheimer's Disease and related dementia.

C. Seller is willing to convey the Bedford Center Parcel to Purchaser for the continued nonprofit use of providing day care services to disabled seniors particularly those suffering from Alzheimer's Disease and related dementia, subject to the Right to Repurchase in favor of the Seller, and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds.

D. Seller and Purchaser now desire to enter into an agreement whereby, subject to the terms and conditions contained herein, Seller shall sell the Property (as defined herein) to Purchaser and Purchaser shall purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 **Definitions**. In addition to the terms defined above in the introduction and recitals to this Agreement, the following terms when used in this Agreement shall have the meanings set forth in this Section 1.1.

"Applicable Law" means (i) all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, stock exchange, board of fire underwriters and similar quasi-governmental authority, and (ii) any judgment, injunction, order or other similar requirement of any court or other adjudicatory authority, in effect at the time in question and in each case to the extent the Person or Property in question is subject to the same.

“Business Day” means any day other than a Saturday, Sunday or federal legal holiday.

“Closing” has the meaning set forth in 10.1.

“Closing Date” has the meaning set forth in 10.1.

“Closing Escrow” has the meaning set forth in Section 10.2.

“Closing Statement” has the meaning set forth in Section 10.2.1.

“Covenant” has the meaning set forth in Section 10.2.1.

“Deed Restriction” shall be recorded against the property restricting the use to non-profit adult day care and associated medical uses for disabled seniors and other adults suffering from Alzheimer’s disease or related dementia for ten years shall be set forth in the attached deed.

“Escrow Agent” means Fidelity National Title Insurance Company. “Governmental Authority” means any federal, state or local government or other political subdivision thereof, including, without limitation, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or Property in question.

“Improvements” has the meaning set forth in Section 2.1.2.

“Inspection Period” has the meaning set forth in Section 4.1.

“Intangible Property” has the meaning set forth in Section 2.1.5.

“Land” has the meaning set forth in Section 2.1.1.

“Licenses and Permits” has the meaning set forth in Section 2.1.4.

“Mandatory Unpermitted Exceptions” has the meaning set forth in Section 5.2.

“Permitted Exceptions” has the meaning set forth in Section 5.2.

“Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

“Personal Property” means, with respect to a particular Property, all of the property related to that Property other than the applicable Real Property.

“Property” has the meaning set forth in Section 2.1.

“Purchase Price” has the meaning set forth in Section 3.1.

“Purchaser Closing Conditions” has the meaning set forth in Section 9.1.

“Purchaser Default” has the meaning set forth in Section 13.3.

“Purchaser Documents” has the meaning set forth in Section 7.2.1.

“Real Property” has the meaning set forth in Section 2.1.2.

“Seller” has the meaning set forth in the introductory paragraph of this Agreement.

“Seller Closing Condition” has the meaning set forth in Section 9.2.1.

“Seller Closing Deliveries” has the meaning set forth in Section 10.2.1.

“Seller Default” has the meaning set forth in Section 13.1.

“Seller Documents” has the meaning set forth in Section 7.1.1.

“Survey” has the meaning set forth in Section 5.1.2.

“Survival Period” has the meaning set forth in Section 15.1.1.

“Tangible Personal Property” has the meaning set forth in Section 2.1.3.

“Taxes” means any federal, state, local or foreign, real property, personal property, sales, use, ad valorem or similar taxes, assessments, levies, charges or fees imposed by any Governmental Authority on Seller with respect to the Property or its business, including, without limitation, any interest, penalty or fine with respect thereto, but expressly excluding any (i) federal, state, local or foreign income, capital gain, gross receipts, capital stock, franchise, profits, estate, gift or generation skipping tax, or (ii) transfer, documentary stamp, recording or similar tax, levy, charge or fee incurred with respect to the transaction described in this Agreement.

“Title Commitment” has the meaning set forth in Section 5.1.1.

“Title Company” means Escrow Agent.

“Title Policy” has the meaning set forth in Section 5.2.

“Transfer Taxes” means all sales, use, stamp, documentary stamp, filing, recording, transfer (including any real property transfer taxes), goods and services, value added, or similar Taxes payable in connection with the transactions contemplated by this Agreement.

ARTICLE II THE PROPERTY AND LIABILITIES

Section 2.1 **Agreement to Sell and Purchase**. Subject to the terms set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and

Purchaser shall purchase and accept from Seller in accordance with the terms of this Agreement, as applicable, all of Seller's right, title and interest in and to the Property as described below;

2.1.1 Land. The parcel of real estate as identified on Schedule 1, together with all appurtenant rights, including, without limitation: (i) easements and rights-of-way, (ii) licenses and other privileges, (iii) rights in and to land underlying adjacent highways, streets and other public rights-of-way and rights of access thereto, (iv) rights in and to strips and gores of land within or adjoining any such parcel, (v) air rights, and other transferable development rights belonging to or useable with respect to any such parcel, (vi) rights to utility connections and hook-ups, (vii) water and water rights, and (viii) riparian rights (the "Land").

2.1.2 Improvements. All buildings, structures and other improvements located on or affixed to such Land and all fixtures on such Land which constitute real property under Applicable Law (collectively, the "Improvements", and together with the Land, the "Real Property");

2.1.3 Tangible Personal Property. All machinery, apparatus, signage, keys and other articles of personal property now located on any of the Real Property ("Tangible Personal Property");

ARTICLE III PURCHASE PRICE

Section 3.1 Purchase Price. The purchase price for the Property is One Dollar (\$1.00) (the "Purchase Price").

Section 3.2 Payment of Purchase Price.

3.2.1 Payment at Closing. At Closing, Purchaser shall pay an amount equal to the Purchase Price in immediately available funds to Escrow Agent's account for the benefit of Seller.

3.2.2 Method of Payment. All amounts to be paid by Purchaser pursuant to this Agreement shall be paid by deposit into Escrow Agent's account.

3.2.3 Seller's Right to Repurchase. Should Purchaser, or its successor in interest, seek to sell the Property within ten years from close of escrow, the Seller shall have the option, exercisable within 90 days of receipt of notice, to purchase the Property for \$1.00.

ARTICLE IV DUE DILIGENCE

Section 4.1 Access to Properties. The "Inspection Period" shall be the period from the Effective Date through 5:00 P.M. local time at the Property on March __, 2015.

Section 4.2 **Inspections and Tests.** Purchaser shall have the right to conduct, at its sole cost and expense, any inspections, studies or tests that Purchaser deems appropriate in determining the condition of the Property.

Section 4.3 **Acceptance or Rejection.** Purchaser shall have until the expiration of the Inspection Period to conduct its investigations and to determine whether the Property is acceptable to Purchaser in its sole and absolute discretion. If the Property is not acceptable to Purchaser in its sole and absolute discretion, Purchaser may terminate this Agreement by giving written notice of termination (the "**Termination Notice**") to Seller and the Escrow Agent on or before the expiration of the Inspection Period. Upon receipt by Seller and the Escrow Agent of such Termination Notice, (i) this Agreement shall be terminated and (ii) the parties shall have no further obligations to or recourse against each other (except for any provisions of this Agreement which are expressly stated to survive the termination of this Agreement).

ARTICLE V TITLE TO THE PROPERTY

Section 5.1 **Title.**

5.1.1 **Title Commitments.** If not previously delivered or made available by Seller, Purchaser shall obtain a commitment for an owner's title insurance policy from the Title Company (the "**Title Commitment**"), together with a copy of all documents referenced therein.

5.1.2 **Survey.** Purchaser shall, at Purchaser's sole cost and expense, have the right to obtain a survey (the "**Survey**"); provided that obtaining the Survey or any updates thereto shall not extend the Closing.

Section 5.2 **Title Policies.** At Closing, Seller shall cause the Title Company, subject to Purchaser delivering what it is obligated to deliver pursuant to the Title Commitment, to issue or commit to issue owner's title insurance policy to Purchaser insuring Purchaser's title to the Real Property as of the Closing Date, showing no exceptions other than the Permitted Exceptions (the "**Title Policy**"). Seller and Purchaser agree that for the purposes of this Agreement, "**Permitted Exceptions**" shall mean only (i) the exceptions shown on the Title Commitment except for such exceptions as Seller agrees in writing to cause to be deleted prior to the Closing and (ii) Taxes other than those Taxes paid by Seller prior to the Closing. **Conveyance of the Property.** At Closing, Seller shall convey the Real Property subject only to all Permitted Exceptions.

ARTICLE VI CONDITION OF THE PROPERTY

Section 6.1 **PROPERTY SOLD "AS IS".** Except for the express representations, warranties and covenants of Seller contained in this Agreement, Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any of its respective agents and acknowledges that no such representations have been made. Except for the express representations, warranties and covenants of Seller contained in this Agreement, Purchaser is relying solely upon, and has conducted, its own, independent

inspection, investigation and analysis as it deems necessary or appropriate in acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning its condition and its suitability for Purchaser's intended purposes. Upon the Closing, except to the extent of the express representations, warranties and covenants of Seller under this Agreement, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Purchaser's inspections and investigations. Purchaser acknowledges and agrees that upon Closing, subject only to the express representations, warranties and covenants of Seller contained in this Agreement, Purchaser shall accept the Property "AS-IS, WHERE-IS" and "WITH ALL FAULTS".

Section 6.2 Specific Performance. In any action to enforce this Agreement, only specific performance may be awarded by the Court and there will be no recovery of damages. The Seller would not have entered into this Agreement if damages could be awarded for any breach and the Agreement fails if damages are sought or awarded.

Section 6.3 Indemnification. The Purchaser shall indemnify, defend and hold the Seller harmless from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments remedial action requirements, enforcement actions, of any kind and all costs and expenses incurred in connection with (including, but not limited to, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the Seller directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of hazardous materials in, on, above or under the property; and (b) any claims arising from the use of the property by current tenant, Bedford Center.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 7.1 **Seller's Representations and Warranties**. To induce Purchaser to enter into this Agreement and to consummate the transactions described in this Agreement, Seller hereby makes the representations and warranties in this Section 7.1, upon which Seller acknowledges and agrees that Purchaser is entitled to rely:

7.1.1 **Authority and Binding Obligation**. (i) Seller has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by it pursuant to this Agreement (collectively, including this Agreement, the "Seller Documents"), and to perform all obligations required of it under each of the Seller Documents, (ii) the execution and delivery by the signer on behalf of Seller of each of the Seller Documents to which it is a party, and the performance by Seller of its obligations under each of such Seller Documents, has been duly and validly authorized by all necessary action by Seller, and (iii) each of the Seller Documents to which Seller is a party, when executed and delivered, will constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its respective terms, except to the extent Purchaser itself is in default thereunder.

7.1.2 Condemnation. Seller has not received any written notice of any pending condemnation proceeding or other proceeding in eminent domain, and no such condemnation proceeding or eminent domain proceeding is threatened affecting the Property or any portion thereof.

7.1.3 Leases. There are no leases affecting any portion of the Property, other than the lease to Purchaser.

7.1.4 Ownership. Seller has good and marketable title to the Property.

Section 7.2 **Purchaser's Representations and Warranties**. To induce Seller to enter into this Agreement and to consummate the transaction described in this Agreement, Purchaser hereby makes the representations and warranties in this Section 7.2, upon which Purchaser acknowledges and agrees that Seller is entitled to rely and which shall be true and correct in all material respects as of the Closing.

7.2.1 Authority and Binding Obligation. (i) Purchaser has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Purchaser pursuant to this Agreement (the "Purchaser Documents"), and to perform all obligations of Purchaser arising under each of the Purchaser Documents, (ii) the execution and delivery by the signer on behalf of Purchaser of each of the Purchaser Documents, and the performance by Purchaser of its obligations under each of the Purchaser Documents, has been duly and validly authorized by all necessary action by Purchaser, and (iii) each of the Purchaser Documents, when executed and delivered, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms, except to the extent Seller is in default thereunder.

ARTICLE VIII COVENANTS

From the Effective Date until the Closing or termination of this Agreement, Seller and Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transaction described in this Agreement. After the Closing, Seller and Purchaser shall use commercially reasonable efforts (at no cost or expense to such Party, other than any de minimis cost or expense or any cost or expense which the requesting Party agrees in writing to reimburse) to further effect the transactions contemplated in this Agreement. The immediately preceding sentence shall survive the Closing.

ARTICLE IX CLOSING CONDITIONS

Section 9.1 **Purchaser Closing Conditions**. Purchaser's obligations to close the transactions described in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) Seller's Deliveries. All of the Seller Closing Deliveries shall have been delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow with

instructions to be delivered to Purchaser at Closing subject only to the terms and conditions of this Agreement.

(b) Representations and Warranties. The representations or warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing.

(c) Title Policy. The Title Company shall have committed to issue the Title Policy in the form contemplated herein, subject only to deliveries required under this Agreement or of Purchaser and the payment of any fees and expenses with respect to the Title Commitment and Title Policy.

(d) Notices. Any written notice to Purchaser shall be sent to: Executive Director; REHABILITATION SERVICES OF NORTHERN CALIFORNIA, a California non-profit corporation. 490 Golf Club Road, Pleasant Hill, California 94523.

Section 9.2 **Seller Closing Condition.**

9.2.1 Satisfaction of Seller Closing Condition. Seller's obligations to close the transactions contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following condition precedent (the "Seller Closing Condition"):

(a) Receipt of the Purchase Price. Purchaser shall have paid to Seller or deposited with Escrow Agent with written direction to disburse the same to Seller, the Purchase Price.

(b) Purchaser Closing Deliveries. All other Purchaser Closing Deliveries shall have been delivered to Seller or deposited with Escrow Agent in the Closing Escrow.

(c) Notices. Any written notice to Seller shall be sent to: City Manager; City of Antioch, P.O. Box 5007 Antioch, California 94531-5007 with a copy to: City Attorney; City of Antioch, P.O. Box 5007 Antioch, California 94531-5007.

Section 9.3 **Frustration of Closing Conditions.** Seller and Purchaser may not rely on the failure of the Seller Closing Condition or Purchaser Closing Conditions, respectively, if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur. The Closing shall constitute conclusive evidence that the Parties have waived any conditions which are not satisfied as of the Closing.

**ARTICLE X
CLOSING**

Section 10.1 **Closing.** The closing of the transaction described in this Agreement (the "Closing") shall occur on the final day of the Inspection Period. **Closing Deliveries.**

10.1.1 Seller's Deliveries. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Purchaser or deposited with Escrow Agent into an escrow established for Closing (the "Closing Escrow") all of the (i) documents set forth in this Section 10.2.1, each of which shall have been duly executed by Seller and acknowledged (if required), and (ii) other items set forth in this Section 10.2.1 (the "Seller Closing Deliveries"), as follows:

(a) A grant deed in the form of Exhibit A conveying Seller's fee title to the Real Property to Purchaser;

(b) A Bill of Sale in the form of Exhibit B;

(c) An executed counterpart of the Restrictive Covenant and Right to Repurchase, in the form attached hereto as Exhibit C (the "Covenant");

(d) Such agreements, affidavits or other documents as may be required by the Title Company from Seller to issue the Title Policy;

(e) Any real estate transfer tax declarations or similar documents required under Applicable Law in connection with the conveyance of Seller's Real Property;

(f) a counterpart of a closing statement prepared by Escrow Agent that sets forth the prorations, Purchase Price and other amounts to be paid and disbursed in accordance with the terms of this Agreement (as approved by Purchaser and Seller, the "Closing Statement"); and

(g) Such other documents and instruments contemplated under this Agreement or as may be reasonably requested by Purchaser, Escrow Agent or Title Company in order to consummate the transactions described in this Agreement.

10.1.2 Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller all of the (i) documents set forth in this Section 10.2.2, each of which shall have been duly executed by Purchaser and acknowledged (if required), and (ii) other items set forth in this Section 10.2.2 (the "Purchaser Closing Deliveries"), as follows:

(a) The Purchase Price to be paid by Purchaser;

(b) A counterpart of each of the documents and instruments to be delivered by Seller under Section 10.2.1 which require execution by Purchaser;

(c) An executed counterpart of the Covenant;

(d) A counterpart of the Closing Statement; and

(e) Such other documents and instruments are contemplated under this Agreement or as may be reasonably requested by Seller or the Title Company in order to consummate the transaction described in this Agreement.

ARTICLE XI PRORATIONS AND EXPENSES

Section 11.1 **Closing Statement**. No later than the Business Day prior to Closing, the Escrow Agent shall prepare a closing statement for review and approval by the Parties.

Section 11.2 **Transaction Costs**.

11.2.1 **Seller Transaction Costs**. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items in connection with this transaction: (i) the fees and expenses of removing or curing any Mandatory Unpermitted Exceptions as required hereunder or other exception to title removed or cured by Seller; (ii) one-half (1/2) of the fees and expenses for the Escrow Agent; (iii) any sales or similar tax payable in connection with the conveyance of the Personal Property; and (iv) the fees and expenses of its own attorneys, accountants and consultants.

11.2.2 **Purchaser's Transaction Costs**. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (i) the fees and expenses incurred by Purchaser in connection with the Inspections; (ii) any mortgage, intangibles, intangible recording or similar taxes, excluding, however, Transfer Taxes; (iii) one-half (1/2) of the fees and expenses for the Escrow Agent; and (iv) the fees and expenses of its own attorneys, accountants and consultants.

11.2.3 **Other Transaction Costs**. All other transaction fees to be divided equally among parties.

11.2.4 **Survival**. This Section 11.2 shall survive the Closing.

ARTICLE XII INTENTIONALLY OMITTED

ARTICLE XIII DEFAULT AND REMEDIES

Section 13.1 **Sellers' Default**. If, at or any time prior to the Closing Date, Seller fails to perform its covenants or obligations under this Agreement or Seller's representations and warranties are determined to be incorrect or inaccurate in any material respect (a "**Seller Default**"), then Purchaser, as its sole and exclusive remedy, may elect to (a) terminate this Agreement, in which case the Parties shall have no further rights or obligations under this Agreement except those which expressly survive such termination or (b) proceed to Closing without any reduction in or setoff against the Purchase Price, in which case Purchaser shall be

deemed to have waived such Seller Default to which it has knowledge, or (c) bring an equitable action to enforce this Agreement by specific performance.

Section 13.2 **Purchaser's Default**. If at any time prior to Closing, Purchaser fails to perform any of its other covenants or obligations under this Agreement in any material respect which breach or default is not caused by a Seller Default (a "Purchaser Default"), then Seller, as its sole and exclusive remedy, may elect to (A) terminate this Agreement by providing written notice to Purchaser, in which case the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (B) proceed to Closing pursuant to this Agreement, in which case Seller shall be deemed to have waived such Purchaser Default. The preceding sentence shall survive the termination of this Agreement.

ARTICLE XIV INTENTIONALLY OMITTED

ARTICLE XV SURVIVAL, INDEMNIFICATION AND RELEASE

Section 15.1 **Survival**. Except as expressly set forth herein, all representations, warranties, covenants, liabilities and obligations shall be deemed (i) if the Closing occurs, to merge in the deed (as applicable) and not survive the Closing, or (ii) if this Agreement is terminated, not to survive such termination.

15.1.1 **Survival of Representations and Warranties**. If the Closing occurs, (i) the representations and warranties of Purchaser shall survive the Closing for a period commencing on the Closing Date and expiring at 5:00 p.m. (Pacific time) on the date which is twelve (12) months after the Closing Date, and (ii) all of the representations and warranties of Seller shall survive the Closing for a period commencing on the Closing Date and expiring at 5:00 p.m. (Pacific time) on the date which is twelve (12) months after the Closing Date (the period any representation or warranty survives termination or the Closing as set forth herein is referred to herein as the "Survival Period").

15.1.2 **Survival of Covenants and Obligations**. If this Agreement is terminated, only those covenants and obligations to be performed by the Parties under this Agreement which expressly survive the termination of this Agreement shall survive such termination. If the Closing occurs, only those covenants and obligations to be performed by the Parties under this Agreement which expressly survive the Closing, or by their terms are to be performed after Closing, shall survive the Closing.

15.1.3 **Survival of Indemnification**. This Article XV and all other rights and obligations of defense and indemnification as expressly set forth in this Agreement shall survive the Closing or termination of this Agreement.

Section 15.2 **Finders and Investment Brokers**. Seller and Purchaser hereby represent to the others that they have not had any contact or dealing regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. Seller and Purchaser shall indemnify and save

and hold each other harmless from and against all claims, suits, damages and costs incurred or resulting from the claim of any person, that a commission, fee or remuneration is due in connection with this transaction pursuant to a written agreement made with said claimant. The provisions of this Section shall survive the Closing or any termination of this Agreement.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 16.1 **Time is of the Essence.** Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any notice or item required under this Agreement shall expire on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.

Section 16.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns.

Section 16.3 **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY PRINCIPLES REGARDING CONFLICT OF LAWS.

Section 16.4 **Severability.** If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

Section 16.5 **Prevailing Party.** If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against any other Party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

Section 16.6 **Incorporation of Recitals, Exhibits and Schedules.** The recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement. Any matter disclosed in any schedule to this Agreement shall be deemed to be incorporated in all other schedules to this Agreement.

Section 16.7 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties hereto, and shall supersede any letter of intent and any other agreements and understandings (written or oral) between the Parties on or prior to the Effective Date with respect to the transaction described in this Agreement.

Section 16.8 Amendments, Waivers and Termination of Agreement. No amendment, assignment, or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement) shall be valid unless in writing and executed and delivered by each of the Parties.

Section 16.9 No Joint Venture. Nothing in this Agreement nor any of the actions by the Seller pursuant to this Agreement shall be construed as creating a joint venture or other active involvement by the Seller with the Purchaser.

Section 16.10 No Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any person any rights or remedies other than the parties to this Agreement and their respective successors and assigns.

Section 16.11 Non-liability of City Officials and Employees. No member, official or employee of the Seller shall be personally liable to Purchaser in the event of any default or breach by the Seller.

Section 16.12 Execution of Agreement. A Party may deliver executed signature pages to this Agreement by facsimile transmission or by e-mail to any other Party, which facsimile copy or e-mail shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[Remainder of page intentionally left blank;
signatures on following pages]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered in its name by a duly authorized officer or representative.

SELLER:

CITY OF ANTIOCH

By: _____

Name: Steve Duran

Its: City Manager

PURCHASER:

REHABILITATION SERVICES OF NORTHERN CALIFORNIA, a California non-profit corporation

By: _____

Name: Debbie Toth

Its: Chief Executive Officer

SCHEDULE 1

Legal Description

[See attached]

EXHIBIT A

FORM OF DEED

[See attached]

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space above this line for Recorder's use)

The undersigned Grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX IS \$ _____

- Computed on full value of the interest or property conveyed, or
 Computed on full value less value of liens or encumbrances remaining at time of sale

Parcel No.: _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

_____ ("Grantor"), does hereby GRANT to _____, a(n)
_____:

all of Grantor's right, title and interest in and to, the real property situated in the City of Antioch, Contra Costa County, State of California, more particularly described as follows:

TOGETHER WITH the easements, hereditaments and appurtenances belonging to or inuring to the benefit of and pertaining to such real property.

Dated: _____, 201_.

GRANTOR:

By: _____

Name: _____

Its: _____

EXHIBIT B

FORM OF BILL OF SALE

[See attached]

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is executed as of the ___ day of _____, 2015, by _____ ("Seller") in favor of _____ ("Purchaser").

1. Real Property. The "Real Property" shall mean the real property located in the Contra Costa County, State of California, commonly known as _____.

2. Personal Property. The "Personal Property" shall mean those certain articles of personal property used in connection with the operation of the Real Property.

3. Sale. For good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers the Personal Property, free and clear of all liens, security interests and encumbrances, to Purchaser. Seller covenants and agrees to warrant and forever defend title to the Personal Property unto Purchaser against any and all persons lawfully claiming the whole or any part thereof by, through or under Seller, and none other. Except as set forth in the immediately preceding sentence, Seller makes no warranties or representations as to the Personal Property. The Personal Property is transferred "AS IS" and ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the day and year first above written.

“SELLER”

CITY OF ANTIOCH

By: _____

Name: Steve Duran

Its: City Manager

EXHIBIT C

FORM OF RESTRICTIVE COVENANT AND RIGHT TO REPURCHASE

[See attached]

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Jones Day
555 California Street, 26th Floor
San Francisco, CA 94104
Attn: Mark Appelbaum

RESTRICTIVE COVENANT AND RIGHT TO REPURCHASE

This Restrictive Covenant and Right to Repurchase (this "Covenant"), dated as of _____, 2015, is made by [City of Antioch] ("Declarant") and Rehabilitation Services of Northern California, a California non-profit corporation ("RSNC").

1. Background. Declarant owns the real property described in Exhibit A to this Declaration (the "Burdened Property"). Declarant is simultaneously with the execution of this Declaration conveying the Burdened Property to RSNC. Declarant and RSNC have agreed to impose certain restrictions on the Burdened Property and RSNC has agreed to grant Declarant a right to repurchase the Burdened Property (the "RTR"), subject to the terms hereof. But for the restriction and the RTR, Declarant would not convey the Burdened Property to RSNC.
2. Use Restrictions. During the Term (defined below), the Burdened Property may be used only for the operation of a non-profit adult day care facility particularly for seniors suffering from Alzheimer's Disease and related dementia, together with ancillary uses related thereto, and in a manner that the Property causes no nuisance, code enforcement or police issues for the City of Antioch (the "Use Restriction"). The Use Restriction imposed by this Covenant shall burden the Burdened Property, and the Burdened Property shall be held, transferred, sold and conveyed subject to such Use Restriction, whether or not reference is made to this Covenant in the related conveyance document. The Use Restrictions shall run with the land and be binding on all successors owners and other parties having any interest in the Burdened Property, whether or not so stated in any conveyance document. The restrictions imposed by this Declaration shall benefit and may be enforced by Declarant.
3. Enforcement. The Use Restriction may be enforced by injunction, it being specifically recognized that damages will not be an adequate remedy to compensate for a violation of this Covenant. Failure by any person to enforce this Covenant shall not be deemed a waiver of the right to do so. Any person who prevails in any action to enforce this Covenant will be entitled to recover reasonable attorneys' fees and other costs of enforcement.
4. Right to Repurchase. If at any time during the Term RSNC desires to sell the Burdened Property, RSNC shall notify Declarant of its intention to sell the Burdened Property. Upon

receipt of such notice from RSNC, Declarant shall have ninety (90) days (the “Determination Period”) within which to determine whether or not Declarant wishes to acquire the Burdened Property from RSNC. If Declarant wishes to acquire the Burdened Property from RSNC, then Declarant shall deliver to RSNC a notice (the “Acceptance Notice”) at any time prior to the expiration of the Determination Period. Declarant’s failure to deliver an Acceptance Notice during the Determination Period shall be deemed Declarant’s affirmative determination not to acquire the Burdened Property. If Declarant elects not to acquire the Burdened Property or is deemed to have elected not to acquire the Burdened Property, then RSNC shall have the right to sell the Burdened Property to any third party. If, however, Declarant delivers an Acceptance Notice to RSNC, then within fifteen (15) days after its receipt of the Acceptance Notice, RSNC shall record, or cause to be recorded, in the official records of the Contra Costa County, a quitclaim deed conveying RSNC’s right, title and interest in and to the Burdened Property to Declarant. In consideration for RSNC’s transfer of the Burdened Property to Declarant, Declarant (i) shall pay to RSNC, in good funds, \$1.00 and (ii) shall be responsible for any and closing and recording costs, including any applicable transfer taxes.

5. Term. Without further action by the parties hereto or their successors or assigns, this Covenant, the Use Restriction and the RTR shall expire on the earlier to occur of (i) _____, 2025 and (ii) the date on which the Burdened Property is transferred to a bona-fide third party purchaser; provided RSNC has complied with the terms of the RTR in connection with the transfer (the “Term”). Following the expiration of the Term, any then owner of the Burdened Property shall have the right, without any approval of Declarant or any other party, to remove this Covenant of record; provided, Declarant agrees to execute such documents as the then owner of the Burdened Property may request to remove this covenant of record as a lien on the Burdened Property.

6. Miscellaneous. A determination that any provision of this Covenant is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Covenant or the enforceability of that provision under other circumstances. The captions in this Covenant are for convenience of reference and are not to be considered in construing this Covenant. This Covenant shall be governed by the laws of the State of California.

[Signature page follows]

EXECUTED as of the date first written herein.

DECLARANT:

[CITY OF ANTIOCH],

By: _____
Name: _____
Its: _____

**REHABILITATION SERVICES
OF NORTHERN CALIFORNIA,**
a California non-profit corporation

By: _____
Name: Debbie Toth
Its: CEO

EXHIBIT A LEGAL

DESCRIPTION

Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2015 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2015 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____(Seal)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 10, 2015

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Pavement Plugs and Base Repairs at Various Locations (P.W. 328-9)

RECOMMENDED ACTION

It is recommended that the City Council award the Pavement Plugs and Base Repairs at Various Locations project to the low bidder, MCK Services, Inc. (MCK), in the amount of \$1,674,107, authorize the Director of Public Works to execute a Contract Change Order No. 1 with MCK in the amount of \$337,325 for additional pavement plugs and base repair work on Lone Tree Way, Auto Center Drive and Cavallo Road for a total contract price of \$2,011,432 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase Gas Tax funding to the Pavement Preventative Maintenance Program from \$3,840,000 to \$4,102,000.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan to ensure well maintained public facilities, rights-of-way and parks. By rehabilitating aging roadways, this project is an integral part of operating and maintaining Antioch's assets to create a safe, beautiful, highly functional and desirable community and Strategy K-5, which reduces liability by eliminating a significant number of locations for potential pot hole claims.

FISCAL IMPACT

The approval of this amendment will bring the total FY 14/15 budget for this program to \$4,102,000, which will be funded as follows: \$3,940,000 from the Gas Tax Funds and \$162,000 through the Cal Recycle grant.

This project is part of an overall FY 14/15 CIP Preventative Pavement Program, which also includes the Rubberized Cape Seal project approved by the Council on February 10, 2015 in the amount of \$1,865,571. The proposed MCK contract and the recommended change order for pavement plugs and base repair would be in the total amount of \$2,011,432, which will bring the total contracts for the Preventative Pavement Program to \$3,877,003. Including the project engineering, materials testing and inspection, the total of the two projects will be within the amended budget of \$4,102,000.

DISCUSSION

The project will provide a cost effective permanent repair to the defective pavement areas. The unstable surface pavement materials are removed to a stable base and the excavated areas are backfilled with a hot plant-mix material.

On February 17, 2015, ten (10) bids were received and opened as shown on the attached tabulation. The low bid was submitted by MCK Services, Inc. of Concord in the amount of \$1,674,107. Because of the excellent bid prices received for this project, staff is recommending adding the additional locations of Auto Center Drive, Cavallo Road and Lone Tree Way as identified in Contract Change Order No. 1.

The bids have been checked and found to be without any errors or omissions.

ATTACHMENTS

- A: Tabulation of Bids
- B: MCK's Contract Change Order No. 1

ATTACHMENT "A"

CITY OF ANTIOCH TABULATION OF BIDS

JOB TITLE: Pavement Plugs and Base Repairs at Various Locations
(P.W. 328-9)

BIDS OPENED: February 17, 2015 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	MCK Services, Inc. Concord	Argonaut Constructors Santa Rosa	Darren Taylor Construction, Inc. Anderson	Ghilotti Bros., Inc. San Rafael	Granite Rock Company San Jose
TOTAL BID PRICE	\$1,800,000.00	\$1,674,107.00	\$1,787,078.00	\$1,823,848.00	\$1,868,777.00	\$1,887,348.00

MCK Services, Inc.	Argonaut Constructors	Darren Taylor Construction, Inc.	Ghilotti Bros., Inc.	Granite Rock Company
Utilities JCC, Inc.	Adjust Iron El Camino Paving	None	Adjust Utilities El Camino Paving	Adjust Utilities Johnson Construction Co.

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**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: Pavement Plugs and Base Repairs at Various Locations
(P.W. 328-9)

BIDS OPENED: February 17, 2015 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Bay Cities Paving & Grading, Inc. Concord	Teichert Construction Stockton	Central Valley Engineering & Asphalt, Inc. Roseville	Martin Brothers Construction Sacramento	Alaniz Construction, Inc. Fremont
TOTAL BID PRICE	\$1,800,000.00	\$1,924,045.00	\$1,977,134.00	\$2,083,000.00	\$2,197,272.00	\$2,387,878.00

Bay Cities Paving & Grading, Inc.	Teichert Construction	Central Valley Engineering & Asphalt, Inc.	Martin Brothers Construction	Alaniz Construction, Inc.
Adjust Utilities Johnson Construction Co. <u>Grind AC</u> Anrak Corp.	Adjust Utilities Pixley Construction <u>Grind AC</u> Anrak Corp.	Grinding ABSL Construction	Adjust Utilities El Camino Paving <u>AC Grinding</u> Anrak Corp.	Adjust Utilities Pixley Construction <u>Grind AC</u> Delta Grinding Co.

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ATTACHMENT "B"

CONTRACT CHANGE ORDER NO. 1

SUPPLEMENT 0

Sheet 1 of 1

PROJECT NAME: Pavement Plugs and Base Repairs	PROJECT NUMBER: PW 328-9	DATE March 2, 2015														
TO CONTRACTOR: MCK Services, Inc.	CHANGE REQUESTED BY: Engineer															
You are hereby directed to make the herein described changes from the plans and specifications, or do the following described work not included in the plans and specifications on this contract																
<p>This change order is to provide the following: Grinding the existing structural sections and place Asphalt Concrete plugs on the following streets: Cavallo Road from Wilbur Ave to EAST 18th Street, Lone Tree Way from HWY 4 to James Donlon Blvd., and Auto Center Drive from HWY 4 to the Railroad Crossing.</p>																
<p>EXTRA WORK AT FORCE ACCOUNT: Provide labor, equipment and material to grind existing pavement sections and place Asphalt Concrete plugs as directed in the field by the Engineer. Compensation based on agreed upon price of \$88.25 per ton including additional mobilization and traffic control.</p> <p style="text-align: center;">Extra Work Cost Summary</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">673 Tons on Cavallo Road from Wilbur Ave. to E. 18th Street @ \$88.25 per Ton =</td> <td style="text-align: right; padding: 2px;">\$59,392.25</td> </tr> <tr> <td style="padding: 2px;">2,197 Tons on Lone Tree Way from HWY 4 to James Donlon Blvd @ \$88.25 per Ton =</td> <td style="text-align: right; padding: 2px;">\$193,885.25</td> </tr> <tr> <td style="padding: 2px;">830 Tons on Auto Center Drive from HWY 4 to the Railroad Crossing @ \$88.25 per Ton =</td> <td style="text-align: right; padding: 2px;">\$73,247.50</td> </tr> <tr> <td style="padding: 2px;">Adjusting 11 Each Water Valve covers @ \$550 per Each</td> <td style="text-align: right; padding: 2px;">= \$6,050</td> </tr> <tr> <td style="padding: 2px;">Adjusting 6 Each Manhole covers @ \$700 per Each</td> <td style="text-align: right; padding: 2px;">= \$4,200</td> </tr> <tr> <td style="padding: 2px;">Adjusting 1 Each Rodding Inlet cover @ \$550 per Each</td> <td style="text-align: right; padding: 2px;">= \$550</td> </tr> <tr> <td style="padding: 5px;">Total Estimated Cost of Extra Work including mobilization and traffic control.....</td> <td style="text-align: right; padding: 5px;">\$337,325</td> </tr> </table>			673 Tons on Cavallo Road from Wilbur Ave. to E. 18 th Street @ \$88.25 per Ton =	\$59,392.25	2,197 Tons on Lone Tree Way from HWY 4 to James Donlon Blvd @ \$88.25 per Ton =	\$193,885.25	830 Tons on Auto Center Drive from HWY 4 to the Railroad Crossing @ \$88.25 per Ton =	\$73,247.50	Adjusting 11 Each Water Valve covers @ \$550 per Each	= \$6,050	Adjusting 6 Each Manhole covers @ \$700 per Each	= \$4,200	Adjusting 1 Each Rodding Inlet cover @ \$550 per Each	= \$550	Total Estimated Cost of Extra Work including mobilization and traffic control.....	\$337,325
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Adjusting 1 Each Rodding Inlet cover @ \$550 per Each	= \$550															
Total Estimated Cost of Extra Work including mobilization and traffic control.....	\$337,325															
All work shall be performed pursuant to the contract plans, Special Provisions, Standard Plans and Specifications and as directed by the Engineer.																
We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.																
(1) SUBMITTED BY: AHMED ABU ALY _____ DATE _____	(2) APPROVED: (3) DIRECTOR OF PUBLIC WORKS _____ DATE _____															
(4) ACCEPTED BY CONTRACTOR MCK Services, Inc _____	Date <u>3/2/15</u>															

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

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