



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 5:30 P.M.
Special Meeting - 6:30 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

JUNE 24, 2014

Antioch City Council

SPECIAL AND REGULAR MEETING

Including the Antioch City Council
acting as Successor Agency to the
Antioch Development Agency

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

5:31 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *Council Members Wilson, Rocha, Tiscareno and Mayor Harper (Council Member Agopian absent)*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

1) **CONFERENCE WITH REAL ESTATE NEGOTIATORS** pursuant to California Government Code section 54956.8; Fulton Shipyard Lease (APN 065-010-010-0); Agency Negotiator – City Manager and City Attorney ; Parties – Drill Tech Drilling and Shoring, Inc.; Under negotiation: price and terms of payment.
Direction given to Real Estate Negotiator

2) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – 1811 “C” Street (Bedford Center); Agency Negotiator –City Manager and City Attorney; Parties – Rehabilitation Services of Northern California; Under negotiation: price and terms of payment
Direction given to Real Estate Negotiator

3) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to Government Code section 54956.8; Delta 2000 Lease; Property-301 W. 10th Street; Agency Negotiator—City Manager and City Attorney; Parties– Delta 2000; Under negotiation: price and terms of payment
Direction given to Real Estate Negotiator

4) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9 (d)(1); City of Antioch v. John Majidi, Shahpur Rahimi et al., Contra Costa Superior Court Case No. C14-00485 (Humphrey's Restaurant)
No action taken

6:32 P.M. ROLL CALL – SPECIAL MEETING – for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – *Council Members Wilson, Rocha, Tiscareno and Mayor Harper (Council Member Agopian absent)*

PLEDGE OF ALLEGIANCE

SPECIAL MEETING

1. LONG RANGE PROPERTY MANAGEMENT PLAN GUIDING FORMER REDEVELOPMENT AGENCY REAL PROPERTY ASSETS

SA Reso No. 2014/13 adopted, 4/0

Recommended Action: Motion for the City as Successor Agency to adopt a resolution approving the Long Range Property Management Plan for disposition of the former Redevelopment Agency's real property assets

STAFF REPORT

STAFF REPORT

6:49 P.M.

ADJOURNED TO BREAK

7:03 P.M.

ROLL CALL – REGULAR MEETING for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – **Council Members Wilson, Rocha, Tiscareno and Mayor Harper (Council Member Agopian absent)**

2. PROCLAMATIONS

- In Honor of Linda Johnson
- In Honor of Pastor Paul Taylor

Approved, 4/0

Recommended Action: Motion to approve the proclamations

STAFF REPORT

STAFF REPORT

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

PUBLIC COMMENTS—Only unagendized issues will be discussed during this time

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

3. **CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency**

- A. APPROVAL OF COUNCIL MINUTES FOR JUNE 10, 2014

Approved, 4/0

Recommended Action: Motion to approve the minutes

MINUTES

- B. APPROVAL OF COUNCIL WARRANTS

Approved, 4/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

- C. AUTHORITY TO ENFORCE PARKING REGULATIONS

Ord. No. 2087-C-S adopted, 4/0

Recommended Action: Motion to adopt an Ordinance amending Section 4-5.1225 regarding enforcement of parking regulations

STAFF REPORT

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

D. CANDIDATE FILING FEE

Ord. No. 2088-C-S adopted, 4/0

Recommended Action: Motion to adopt an Ordinance adding Section 2-1.302 to the Antioch Municipal Code regarding payment of a filing fee to process a candidate's nomination papers

STAFF REPORT

E. ADOPTION OF ORDINANCES AMENDING THE ZONING ORDINANCE AND MAP TO IMPLEMENT THE 2007 – 2014 HOUSING ELEMENT PROGRAM. ORDINANCES INTRODUCED ON JUNE 10, 2014.

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

Ord. No. 2089-C-S adopted, 4/0

1) Motion to adopt the ordinance approving amendments to the City of Antioch Zoning Ordinance to Implement the Housing Element;

2) Motion to adopt the ordinance approving amendments to the City of Antioch zoning map.

Ord. No. 2090-C-S adopted, 4/0

STAFF REPORT

F. RESOLUTION REQUESTING CONSOLIDATION OF ELECTION; LIMITING THE CANDIDATE STATEMENT WORD COUNT; AND CLARIFYING COSTS FOR THE NOVEMBER 4, 2014 GENERAL ELECTION

Reso No. 2014/55 adopted, 4/0

Recommended Action: Motion to adopt the resolution requesting consolidation of election, limiting the Candidate Statement word count to 250 words, and clarifying filing costs for the November 4, 2014 General Election.

STAFF REPORT

G. RESPONSE TO GRAND JURY REPORT: "PLANNING FOR TECHNOLOGY" (REPORT 1404)

Approved, 4/0

Recommended Action: Motion to approve and authorize the Mayor to sign a response to the Grand Jury report: "Planning for Technology"

STAFF REPORT

H. RESOLUTION APPROVING COMPREHENSIVE CLASSIFICATION PLAN UPDATES FOR THE OPERATING ENGINEERS LOCAL 3 BARGAINING UNIT AND ASSIGNING SALARY RANGES AS APPROPRIATE (NO SALARY INCREASES)

Reso No. 2014/56 adopted, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

I. RESOLUTION APPROVING CLASSIFICATION PLAN UPDATES FOR ACCOUNTING TECHNICIAN, ADMINISTRATIVE ANALYST AND ADMINISTRATIVE ASSISTANT IN THE CONFIDENTIAL BARGAINING UNIT, AND REMOVING POLICE RECORDS TECHNCIAN FROM THE UNIT

Reso No. 2014/57 adopted, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

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

- J.** RESOLUTION APPROVING THE CLASS SPECIFICATION OF LEAD WAREHOUSE WORKER IN THE LOCAL 1 BARGAINING UNIT AND ESTABLISHING A SALARY RANGE

Continued to a later date to determine if classification/salary appropriate, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- K.** RESOLUTION REMOVING REGISTERED VETERINARY TECHNICIAN AND SECRETARY I/II WEB SITE ASSISTANT FROM THE CLASSIFICATION PLAN

Reso No. 2014/58 adopted, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- L.** CONSIDERATION OF BIDS FOR THE FISHING PIER PAVILION (P.W. 99-A5)

Approved, 4/0

Recommended Action: Motion to award the project to the low bidder, S.R.P. Company, in the amount of \$86,000 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to reallocate \$30,000 from Park-in-Lieu Funds to the project

STAFF REPORT

- M.** CONSIDERATION OF BIDS FOR SANITARY SEWER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 632-2)

Approved, 4/0

Recommended Action: Motion to reject the bid submitted by California Trenchless, Inc. and award the project to the lowest, responsive bidder, RGW Construction, Inc., in the amount of \$1,787,300

STAFF REPORT

- N.** CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR, INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS (2014-2015) (P.W. 507-15)

Approved, 4/0

Recommended Action: Motion to award the Curb, Gutter, and Sidewalk Repair contract to the low bidder, Anchor Concrete Construction, Inc. in the amount of \$297,850 with an option to extend the contract two additional, one-year terms and amend the Capital Improvement Budget for an additional \$50,000 per contract year for related work, design, engineering and inspection

STAFF REPORT

- O.** WATER TREATMENT PLANT LITIGATION: SETTLEMENT AGREEMENT AND RELEASES

Approved, 4/0

Recommended Action: Motion to approve the Settlement Agreement and Releases with Black & Veatch, F. D. Deskins Company, Inc., TW Associates dba MISCOWater and related insurance companies within the authority previously given to the City Attorney in closed session

STAFF REPORT

STAFF REPORT

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

- P.** RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS AND AUTHORIZING A FY14 PARK-IN-LIEU BUDGET AMENDMENT TO FUND FINAL PAYMENT FOR NELSON RANCH PARK IN NELSON RANCH SUBDIVISION 6893 (STANDARD PACIFIC HOMES) (PW 547-P)

Reso No. 2014/59 adopted, 4/0

Recommended Action: Motion to adopt the resolution accepting the completed improvements and authorizing a FY14 Park-in-Lieu budget amendment to fund final payment for Nelson Ranch Park in Nelson Ranch Subdivision 6893

STAFF REPORT

- Q.** RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT GRANT DEED OVER A PORTION OF CITY PROPERTY LOCATED EAST OF STATE ROUTE 4 BELOW THE LAUREL ROAD OVERPASS TO PACIFIC GAS & ELECTRIC COMPANY

Reso No. 2014/60 adopted, 4/0

Recommended Action: Motion to adopt the resolution authorizing the City Manager to execute an Easement Grant Deed over a portion of City property located east of State Route 4 below the Laurel Road Overpass to Pacific Gas & Electric Company for the PG&E Line 114 gas line replacement project

STAFF REPORT

- R.** APPROVAL OF LEASE OF CITY-OWNED PROPERTY WITH MESA OUTDOOR (APN 074-080-029)

Approved, 4/0

Recommended Action: Motion to approve the lease as revised

STAFF REPORT

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

- S.** APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 4/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

COUNCIL REGULAR AGENDA

- 4.** BUSINESS LICENSE TAX BALLOT MEASURE

Recommendation: Following the City Council's direction on May 27, 2014, staff recommends that the City Council approve the Resolution:

Reso No. 2014/61 adopted 4/0

“Resolution of the City Council of the City of Antioch Calling for and Noticing a Municipal Election on November 4, 2014 to present to voters a measure to Update the Existing Business License Tax Ordinance to Include a Residential Landlord Business License Tax and to Confirm the Existing Business License Tax, with an increase in the Minimum Tax.”

Motion providing direction to City Attorney to bring back ordinance regarding apportionment for July 22, 2014 Council Meeting, 4/0

STAFF REPORT

STAFF REPORT

8:42 P.M. **ADJOURNED TO BREAK**

8:56 P.M. **ROLL CALL – REGULAR MEETING** for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – **Council Members Wilson, Rocha, Tiscareno and Mayor Harper (Council Member Agopian absent)**

COUNCIL REGULAR AGENDA – Continued

5. ONE PARTIAL-TERM APPOINTMENT FOR ONE VACANCY ON THE ECONOMIC DEVELOPMENT COMMISSION (EDC)

Appointed Joseph Adebayo – Term expires June 2017, 4/0

Recommended Action: Motion to receive and file the application, and the Mayor appoint and Council approve the appointment of one commissioner

STAFF REPORT

6. PG&E GAS PIPELINE PATHWAYS PROJECT

Recommendation: It is recommended that the City Council:

**Expectation to uphold City's Tree Ordinance/
PG&E to reimburse staff time, 4/0**

1. Receive the presentation from Pacific Gas & Electric ("PG&E") regarding its Gas Pipeline Pathways Project and the staff report;
2. Authorize the City Manager to enter into a written agreement or otherwise obtain written assurances of the verbal commitments made by PG&E representatives not to remove or trim trees or contact private property owners until further discussions are held with City staff and other stakeholders and a resolution has been agreed upon; and
3. Provide other direction, particularly as to PG&E's replacement of removed trees and compliance with mitigation and other requirements under Antioch's Tree Preservation and Regulation Ordinance for "Protected Trees" (established indigenous trees, street trees, mature and landmark trees).

STAFF REPORT

7. REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR THE DEVELOPMENT OF CITY OWNED PARCELS IN DOWNTOWN ANTIOCH

**Approved with addition that community input should
be sought in development process, 4/0**

Recommended Action: Motion to approve the Request for Qualifications and Proposals to initiate the solicitation process for a development team to develop a residential transit oriented/infill project on sites owned by the City of Antioch. The sites are located on the east end of Antioch's Historic downtown and the development proposal is to include the construction of a new 10,000 square foot Senior Center on a City owned site to be determined

STAFF REPORT


PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 10:07 p.m. to the next regularly scheduled Council Meeting on July 22, 2014

**STAFF REPORT TO THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE
ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE MEETING OF
JUNE 24, 2014**

Prepared By: Steve Duran, Executive Director 
Date: June 24, 2014
Subject: Long Range Property Management Plan Guiding Former
Redevelopment Agency Real Property Assets

RECOMMENDATION

Staff recommends that the City as Successor Agency adopt a resolution approving the Long Range Property Management Plan for disposition of the former Redevelopment Agency's real property assets and authorize the Successor Agency Chair to execute the attached resolution

DISCUSSION

Pursuant to the Redevelopment Dissolution Act, each successor agency is required to prepare a long-range Property Management Plan (PMP) that identifies real property assets and sets forth a strategy to retain and/or dispose of these assets in accordance with the provisions of Assembly Bill (AB) 1484. According to these provisions, the Successor Agency can designate former real property assets into one of the four following categories:

1. Retention for Government Use
2. Sale of the Property
3. Retention for Future Use
4. Use of Property to fulfill an enforceable obligation.

In March 2011, the Antioch Development Agency transferred 25 parcels to the City through a property conveyance agreement. Subsequently, the Department of Finance (DOF) directed that those 25 parcels be transferred back to the Successor Agency, (Category 2 above), to be sold to generate revenue for the local taxing entities (e.g. school districts, County, City and special districts). To date, the DOF has approved four parcels-- Properties labeled 1-4 in the PMP should be retained by the City for continued government use (Category 1 above). The City further agrees that four others, Properties 20-23 should be classified under Category 2, and therefore should be sold and the proceeds of these sales also distributed to the taxing entities referenced above.

However, despite multiple communications, the City and DOF have not yet reached a consensus regarding the use of the remaining 17 properties (Properties 5-19 and 24,25). Antioch's long term PMP sets forth a proposed strategy and plan for all 25 properties and reflects the Agency's proposed disposition plan, as follows:

- Properties 1-4 will be retained for government use (approved by DOF). These properties include the City's municipal boat launch facility, Amtrak station/bus stop, and public access to the City's fishing pier.

- Properties 5-19 are to be retained for government use (proposed by Agency Staff). Nearly all of these properties are zoned Exclusive Parking District (EPD) and are actively utilized as parking for City Hall, the Senior Center, and Waldie Park Plaza. The sole property not zoned EPD is the Lynn House/Hard House parcel; the Lynn House is currently occupied by the Arts & Cultural Foundation, which is largely supported by the City, while the Hard House is the subject of an agreement between the City and the Friends of the Roswell Butler Hard House, an organization that intends to rehabilitate this building for purposes of creating a public museum. The PMP proposes that all of these properties, with the exception of the Lynn House/Hard House remain under City ownership for ongoing government uses. The Hard House property may eventually be transferred to a local non-profit .
- Properties 20-22 are proposed for sale in accordance with AB 1484. These small infill parcels are located in Downtown Antioch and could generate sales proceeds amounting to roughly \$22,000 - \$66,000 which would be distributed to the applicable taxing entities.
- Properties 23-25 are to be retained for future use. The Agency will attempt to find a private development partner to jointly plan and develop these properties in the future. It is possible that depending on the type of development that takes place on these properties that they could be sold at less than the fair market value should that be necessary to make the such development economically feasible.

Staff and the consulting team will make a presentation on the Long Range Property Management at the meeting. Following Successor Agency action the PMP will be transmitted to the Oversight Board for their review, comment and approval. The final PMP with executed resolutions from the Successor Agency and Oversight Board will then be sent to the State Department of Finance which fulfills the State mandated obligation to have a locally approved PMP prior to the end of 2014.

The approval of the LRPMP is exempt from the California Environmental Quality Act pursuant to Section 15061(B)(3) which exempts projects under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Long Range Property Management Plan merely inventories the location, acreage, assessed value, and proposed disposition of the properties. The majority of the Properties included in the Long Range Property Management Plan are expected to continue in their current use so the adoption of the LRPMP will not have an environmental effect with regards to those Properties. To the extent that Properties are proposed for future development or redevelopment, prior to any such development or redevelopment, the development would be subject to further City environmental review as required by CEQA, however, any such review at this time would be premature since no specific development is proposed for these Properties.

ATTACHMENTS

1. Resolution
2. Long Range Property Management Plan.

RESOLUTION NO. _____

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE ANTIOCH
DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING
A LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34191.5**

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, the "Dissolution Law"), the Antioch Development Agency of the City of Antioch (the "Dissolved ADA") was dissolved as of February 1, 2012, and the City of Antioch, acting in a separate limited capacity and known as the Successor Agency of the Antioch Development Agency of the City of Antioch, has elected to serve as the successor agency (the "Successor Agency") of the Dissolved ADA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), as added by the Dissolution Law, the Successor Agency is a separate legal entity from the City of Antioch (the "City"); and

WHEREAS, the City Council (the "City Council") of the City serves in a separate capacity as the governing board of the Successor Agency; and

WHEREAS, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Dissolved ADA; and

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted the Redevelopment Plan for the Antioch Redevelopment Project Area 1 by Ordinance No.290 C.S. dated July 15, 1975 (Redevelopment Plan) and amended from time to time thereafter; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted the Redevelopment Plan for the Antioch Redevelopment Project Area 2 by Ordinance No.584 C.S. dated July 17, 1984 (Redevelopment Plan) and amended from time to time thereafter; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted the Redevelopment Plan for the Antioch Redevelopment Project Area 3 by Ordinance No.660 C.S. dated December 30, 1986 (Redevelopment Plan) and amended from time to time thereafter; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted the Redevelopment Plan for the Antioch Redevelopment Project Area 4 by Ordinance No.752 C.S. dated July 11, 1989 (Redevelopment Plan) and amended from time to time thereafter; and

WHEREAS, the Dissolved ADA acquired certain properties (the "Properties") for redevelopment with uses consistent with, and for projects identified in, the Redevelopment Plan; and

WHEREAS, the Successor Agency staff is working closely with the California Department of Finance ("DOF") to obtain a "Finding of Completion" pursuant to Health and Safety Code Section 34179.7, confirming that the Successor Agency had made specified required payments under the Dissolution Law; and

WHEREAS, in accordance with Health and Safety Code Section 34191.5, the Successor Agency has prepared a PMP, a copy of which is on file with the Successor Agency Secretary; and

WHEREAS, the Successor Agency will submit a Long-Range Property Management Plan (the "PMP") to the Oversight Board; and

WHEREAS, the PMP provides for the disposition and use of the Properties in a manner consistent with and to implement projects identified in the Redevelopment Plans (including, in some circumstances, for recognized governmental purposes under the Dissolution Law); and

WHEREAS, because of such proposed disposition and use, the PMP further calls for the transfer of certain properties to the City for disposition and use in accordance with the Redevelopment Plans and the PMP, upon approval of the PMP by the Oversight Board and the DOF, all as authorized by Health and Safety Code Section 34191.5(c)(2)(A); and

WHEREAS, the Successor Agency has determined that the approval of the LRPMP is exempt from the California Environmental Quality Act pursuant to Section 15061(B)(3) which exempts projects under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and the Successor Agency has determined with certainty that there is no possibility that the adoption of the LRPMP will have a significant effect on the environment; and

WHEREAS, the staff report (the "Staff Report") accompanying this Resolution contains additional information and analysis upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency hereby finds that the above Recitals are true and correct, and together with the Staff Report and other information provided by the Successor Agency staff and the public, form the basis for the findings and actions set forth in this Resolution.

BE IT FURTHER RESOLVED that the Successor Agency hereby approves the PMP in the form on file with the Successor Agency Secretary.

BE IT FURTHER RESOLVED that the Successor Agency Executive Director, or the Executive Director's designee, is hereby authorized and directed to submit the PMP to the Oversight Board and the DOF for approval in accordance with Health and Safety Code Section 34191.5(b).

BE IT FURTHER RESOLVED that, upon approval of the PMP by the Oversight Board and the DOF, the Successor Agency authorizes and directs the Successor Agency Executive Director, or the Executive Director's designee, acting on behalf of the Successor Agency, to dispose and use the Properties and any disposition proceeds in accordance with the PMP, approved by the DOF, and to take any action and execute any documents as may be necessary to implement the disposition and use of the Properties and any disposition proceeds in accordance with the terms approved in the PMP and this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect upon adoption.

ADOPTED _____, 2014 by the governing board of the Successor Agency of the Redevelopment Agency of the City of _____, a separate legal entity, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Successor Agency Chair

ATTEST:

Successor Agency Secretary

APPROVED AS TO FORM:

Successor Agency Counsel

FA FRASER & ASSOCIATES

Redevelopment and Financial Consulting

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Roseville CA 95661

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In association with

NEW ECONOMICS & ADVISORY

LAND USE ANALYSIS & STRATEGIES

Long Range Property Management Plan

Successor Agency to the Antioch Development Agency

June 2014

I. BACKGROUND

Pursuant to Health and Safety Code sections 34177(e) and 34181(a) a successor agency is required to dispose of all assets and properties of a former redevelopment agency that were funded by tax increment revenues of the subject dissolved redevelopment agency. This document is intended to address Section 34191.4(a) and 34191.5 (a) of Assembly Bill 1484 (AB 1484) and related requirements for preparation of a Long Range Property Management Plan (“Plan”) related to the real property assets of the former Antioch Development Agency (“Former Agency”), which have been transferred to the Antioch Successor Agency (Agency or “Successor Agency”). The Plan identifies existing Agency real property assets (e.g. land, buildings, etc.) and sets forth a strategy for the appropriate retention and disposition of such assets in accordance with the provisions of AB 1484, including recommended actions to be undertaken by the Successor Agency to position the subject assets for disposition in a logical and systematic manner so as to enhance the disposition value of the subject assets.

II. SUMMARY OF PROPOSED REAL PROPERTY ASSET RETENTION AND DISPOSITION ACTIONS

This Long Range Property Management Plan (Plan) sets forth a proposed strategy and plan for retention and disposition of certain identified Successor Agency-owned real property assets within the City of Antioch, California (City).

A. Retention of Real Property for Government Use

The properties listed in Table 1 (Property No’s 1 through 4) were transferred to the City of Antioch in March of 2011 because such properties, which were originally acquired by the Former Agency, have been continually dedicated for public use. The State Department of Finance (DOF) has already approved the transfer of properties 1 through 4 to the City.

Table 1 – Properties to be Retained for Government Use – Approved			
Property No.	APN	Address	Existing Use
1	066-010-006	L Street/Marina Plaza	City of Antioch Municipal Boat Launch Facility
2	066-010-007	L Street/Marina Plaza	City of Antioch Municipal Boat Launch Facility
3	066-010-014	W. First Street	Amtrak Train Station/Public Bus Stop
4	066-020-010	Foot of H Street	Public Access- pier at Riverview Lodge

The proposed disposition plan objective is to recognize that the transfer of the real property assets listed in Table 2 (Property No’s 5 through 19 below) to the City for continued dedicated governmental use, represents an authorized transfer under AB 26 and AB 1484.

Table 2 – Properties to be Retained for Government Use – Proposed Government Use			
Property No.	APN	Address	Existing Use / Proposed Government Use
5	066-052-003	Second Street (NW Corner at E St)	Senior Center parking lot
6	066-053-002	W. Third Street	Nick Rodriguez Community Center parking lot
7	066-061-009	I Street (3rd-4th, West side)	Partially improved parking lot
8	066-061-010	W. Third Street	Partially improved parking lot
9	066-062-016	W. Third Street	Public parking lot
10	066-071-005	W. Second Street	City Hall parking lot and patron parking for the El Campanil Theatre
11	066-072-020	608 W. Third Street	City Hall parking lot
12	066-082-005	101 I Street	Waldie Park Plaza parking lot

13	066-082-006	I Street	Waldie Park Plaza parking lot
14	066-082-007	I Street	Waldie Park Plaza parking lot
15	066-091-015	809 W. First Street	Lynn/Hard House Arts & Cultural Foundation
16	066-107-001	308 I Street	City Hall parking lot
17	066-107-003	314 I Street	City Hall parking lot
18	066-107-010	807 W. Third Street	City Hall parking lot
19	066-107-011	302 W. I Street	City Hall parking lot

B. Disposition (Sale) of Real Property

The Plan proposes that the properties listed in Table 3, (Properties 20 through 22 below), be positioned for disposition by the Successor Agency. The proposed disposition plan objective is to sell the subject property for private development, consistent with the existing City General Plan and zoning ordinance land use designations, through a Request for Proposals and Offer (RFPO) process, which is further described later in this Plan. The sale proceeds from the disposition will be sent to the Contra Costa County Auditor-Controller for distribution to the taxing entities.

Table 3 – Properties Proposed for Disposition			
Property No.	APN	Address	Existing Use
20	066-051-001	F Street, west of Antioch monument	Vacant parcel
21	066-051-002	500 W. Second Street	Vacant parcel
22	066-092-014	W. Second Street	Vacant parcel

C. Retention of Properties for Future Use

The Plan proposes that the properties listed in Table 4, (Properties 23 - 25), be retained by the Successor Agency for future disposition and development. The proposed Plan objective is to retain the properties for future disposition (sale) for private development consistent with the existing City General Plan and zoning ordinance, the former Redevelopment Plan, the Former Agency’s Five Year Implementation Plan, and other planning and feasibility documents developed by the Former Agency (referred to as the “Plans”).

Table 4 – Property Proposed for Retention and Future Disposition Actions			
Property No.	APN	Address	Existing Use / Proposed Use
23	066-092-001	801 W. Second Street	Vacant parcel
24	065-010-006	209 Fulton Shipyard Road	Vacant parcel
25	066-102-010	Prospects Way	Vacant parcel

The remainder of this Plan provides details on each of the properties by asset category.

III. REAL PROPERTY ASSETS

A. Former Agency-Owned Real Property Assets

Health & Safety Code sections 34177(e) and 34181(a) require that the Successor Agency designate each of the Former Agency-owned real property assets by one of the following categories:

1. Retention for government use
2. Sale of the property
3. Retention for future use
4. Use of Property to fulfill an enforceable obligation.

Attachment A contains a complete documentation of parcels, including their Plan designation number as well as the designation number previously utilized in the Property

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Conveyance Agreement, Oversight Board Resolution 2012-5, and subsequent correspondence between the Successor Agency and DOF. The new numbering makes no changes to properties 1 through 19 and affects only the numbering of the original properties 20-25.

Attachment B contains a property data table describing the real property assets of the Agency. For each of these subject properties the table includes, but is not limited to, the following information:

1. Date of purchase, value of property (estimated) at time of purchase;
2. Purpose of the property acquisition;
3. Parcel data including address, size, zoning, General Plan designation;
4. Estimate of the current value or appraised value;
5. Estimate of revenue generated from use of property and contractual requirements (e.g. lease, etc.);
6. Any history of environmental contamination and / or remediation;
7. Development potential / planning objectives; and
8. Any previous development proposals, rental or lease agreements, other contracts

As part of the dissolution of the Former Agency, Health and Safety Code Section 34167.5 requires the State Controller to review the activities for the Former Agency to determine if assets were transferred between the Former Agency and the City after January 1, 2011. The State Controller may order the reversal of any and all ineligible transfers of assets, including real and personal property, cash, accounts, receivable, deeds of trusts and mortgages, contract rights and any rights of payment of any kind. One of the permissible reasons that an asset transfer may have been made, and would not be subject to reversal, is if the property was constructed and used for a governmental purpose (H&S Section 34177(e) (3), Section 34181(a). Following discussion with the State Controller's office, the City transferred 21 of the 25 parcels back to the Successor Agency (book transfer only); the Controller's office released a draft report on October 2, 2013 and a final report on February 26, 2014 regarding the asset review for the parcels included in this report.

1. Governmental Purpose Properties

On March 9, 2011, the Former Agency and the City entered into a Property Conveyance Agreement transferring 25 properties to the City; of these 25 properties, 6 were identified as the equivalent of properties to be sold or retained for future use, while the remaining 19 properties were considered in public use at the time. On August 20, 2012 the Oversight Board adopted Resolution OB 2012-05 approving the prior transfer of the 19 parcels of land that were and are currently used for governmental purposes. The Successor Agency and Oversight Board determined that the first 19 properties: 1) were purchased and used for a governmental purpose; 2) had a nominal market value; and 3) were not suitable for disposition (sale) to a third party for private development given their public use. The DOF has disputed the transfer of properties 5 through 19 as not being for governmental use, as discussed in greater detail later in this Plan, a decision that the Successor Agency and the Oversight Board continue to dispute.

"Original" Property No.	APN	Date of Purchase ¹	Source of Funding ¹	Existing Use
1	066-010-006	11/20/1989	tax increment	Municipal Boat Launch Facility
2	066-010-007	11/20/1989	tax increment	Municipal Boat Launch Facility
3	066-010-014	08/15/1988	tax increment	Amtrak Train Station/Public Bus Stop
4	066-020-010	11/2/1989	tax increment	Public Access- pier at Riverview Lodge
5	066-052-003	02/18/1988	tax increment	Senior Center parking lot
6	066-053-002	03/19/1986	City Funds	Nick Rodriguez Community Center parking lot
7	066-061-009	05/6/1983	tax increment	Partially improved parking lot
8	066-061-010	05/6/1983	tax increment	Partially improved parking lot
9	066-062-016	01/29/1988	tax increment	Public parking lot
10	066-071-005	12/01/1980	tax increment	City Hall parking lot and patron parking for the El Campanil Theatre
11	066-072-020	12/19/1980	tax increment	City Hall parking lot

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12	066-082-005	11/20/1989	tax increment	Waldie Park Plaza parking lot
13	066-082-006	11/20/1989	tax increment	Waldie Park Plaza parking lot
14	066-082-007	11/20/1989	tax increment	Waldie Park Plaza parking lot
15	066-091-015	10/3/1989	tax increment	Lynn House/Hard House
16	066-107-001	04/10/1987	tax increment	City Hall parking lot
17	066-107-003	NA	tax increment	City Hall parking lot
18	066-107-010	09/24/1987	tax increment	City Hall parking lot
19	066-107-011	02/18/1988	tax increment	City Hall parking lot
20*	065-010-006	11/24/1987	tax increment	Vacant parcel

Note 1: Purchase date and funding source information reflects best information available, based on title reports and insight from City staff as of August, 2013.

** This property was subsequently re-numbered as Property #24 (Rodger's Point) in the Plan.*

Real property assets listed in Table 5 above were acquired by the Agency for, and continually dedicated to, public use. (Please note that Property 20 was subsequently re-numbered as Property #24 (Rodger's Point) and is now proposed for Retention for Future Use.) Dating back to 1957, City Resolution 1477-A provided for the acquisition of certain parcels within Downtown to create off-street parking in order to facilitate private development that could rely on these publicly-owned parcels to satisfy their parking requirements. In the decades that followed the City acquired a series of parcels to serve this purpose, and many of the properties listed in Table 4 are zoned "P: Exclusive Parking District," for which the only allowable use is public parking. Attachment C contains parcel maps for properties 5-19. Photos for select properties are also included in that attachment.

- **Property Nos. 1 and 2 (Municipal Boat Launch)** comprise approximately 4.60 acres and 0.42 acres, respectively; together, these parcels are used for the City's municipal boat launch facility.
- **Property No 3 (Amtrak Stop)** is a narrow parcel located along the north side of First Street between K Street and I Street. It is 1.10 acres and is used as the Amtrak Station and public bus stop. Amtrak's lease dates back to 1990, (with the original lessee

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being the Atchison, Topeka, and Santa Fe Railway); there is also a natural gas pipeline easement.

- **Property No 4 (City Fishing Pier)** fronts the San Joaquin Delta, at the foot of Waldie Park Plaza. It is a public access parcel and contains the pier at Riverview Lodge. This parcel, which contains the City's fishing pier, is 0.28 acres in size.
- **Property No. 5 (Senior Center Parking Lot)** is nearly one-half acre in size and is currently zoned P: Exclusive Parking District. It is used as a public parking lot for the Senior Center during the day for employees, members, and volunteers. Located at the northwest corner of Second Street and E Street, this property also abuts the railroad. In 2002 a 10-foot easement for a natural gas pipeline was placed across the property. The exact location of the easement is unknown but presumably is within the 40-foot ROW of the Railroad. In addition, this parcel would require an ALTA/ACSM survey, (to review and insure title), prior to the issuance of any policy of title insurance.
- **Property No. 6 (Nick Rodriguez Parking)** is located at the northwest corner of Third Street and H Street. It is nearly one-fourth of an acre and is zoned P: Exclusive Parking District. This parcel is currently used as the parking lot for the Nick Rodriguez Community Center. There is a 10-foot right of way (ROW) easement for pedestrian, animal, and vehicular traffic that travels across the northern portion of the parcel. The title report for this parcel includes an agreement dating back to 1958 associated with the sale, for \$1, by Wells Fargo Bank to the City of Antioch for the entire block bounded by F Street, G Street, and Second Street and Third Street. The agreement states that the land be used for off-street parking for motor vehicles; the agreement further stipulates that, should the City or subsequent owners ever cease to use the land for anything other than public parking, the land should revert to a public street or land reserved for the installation of utility lines. In addition, this parcel would require an ALTA/ACSM survey, (to review and insure title), prior to the issuance of any policy of title insurance.
- **Property Nos. 7 and 8 (Adjacent to Showboat Building)** contain a 0.392-acre and 0.184-acre parcel, respectively. Property No. 7 is an L-shaped parcel fronting I

Street, in between Third Street and Fourth Street; Property No. 8 is an irregularly shaped interior parcel that has access both to Third Street and H Street. These parcels were part of a larger property acquired by the City in 1983, at which time there existed several buildings, including the historic 10,000 square foot Showboat building, 4 single-family homes, and a 600 square-foot commercial building used for dog grooming. The acquisition agreement states that the City's intent was to renovate the Showboat building, demolish the residences, and build a public parking lot. Properties 7 and 8 are currently used for public parking and are zoned P: Exclusive Parking District. Property 8 would also require an ALTA/ACSM survey, (to review and insure title), prior to the issuance of any policy of title insurance.

- **Property No. 9 (Parking Across from City Hall, South Side)** is an improved public parking lot on 0.292 acres fronting both Third Street (across from City Hall) and Fourth Street. This parcel has multiple encumbrances, including its zoning as P: Exclusive Parking District. Second, there is a 5-foot access and utility easement that benefits the adjacent parcel to the east (a.k.a. Parcel A) on Third Street. Third, there is a 1988 agreement that provides a 45-day, first-right-of-refusal at market value, to the former property owner of an adjacent property if the property should be sold. This agreement also prohibits the construction of any permanent structure that obstructs access to the building to the west of Property No. 9. Fourth, a 1990 encroachment permit allows the placement a trash enclosure on Property No. 9. Finally, this parcel would require an ALTA/ACSM survey, (to review and insure title), prior to the issuance of any policy of title insurance.
- **Property No. 10 (City Hall Parking, North Side)** is approximately one-half acre in size and is actively utilized as a parking lot for City Hall as well as the El Campanil Theatre. This property is zoned P: Exclusive Parking District. There is also an 8.4-foot, (0.02-acre), fire clearance setback easement created in 2010 on the west side of the parcel.
- **Property No. 11 (City Hall Parking, East Side)** is a 0.192-acre parcel located next to City Hall. It is zoned P: Exclusive Parking District and is actively used as a City Hall parking lot accessed from Third Street. In addition, this parcel would require an

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ALTA/ACSM survey, (to review and insure title), prior to the issuance of any policy of title insurance.

- **Property Nos. 12-14 (Waldie Park Plaza Parking)** form the parking lot for the Waldie Park Plaza and are zoned P: Exclusive Parking District. Located at the southeast corner of First Street and I Street, the parcels are 0.215 acres (Property 12), 0.057 acres (Property 13), and 0.057 acres (Property 14), for a total of nearly one-third of one acre. They were acquired together in 1989. Also, in 2007, a 2-3 feet wide easement was placed on Property 12 for ingress, egress, and maintenance of a meter box. Property 13 would also require an ALTA/ACSM survey, (to review and insure title), prior to the issuance of any policy of title insurance.
- **Property No. 15** is the only property with existing structures: the Lynn House and the Roswell Butler Hard House. Nearly one-third acre in size, this property fronts First Street and is encumbered by a utilities and access easement along its southern and western boundaries. The Lynn House is home to the Arts & Cultural Foundation of Antioch; this organization, which receives significant funding from the City's transient occupancy tax revenues, actively uses the building for a public art gallery and civic arts program offices. The City continues to follow an agreement signed in 2008 that provides the Foundation with rent-free use of the Lynn House. Under the agreement, the City is responsible for maintenance and repair of the premises, and has paid for elevator maintenance (\$80 per month) and HVAC maintenance on an annual basis. The City also funds a contract with the Foundation for the provision of arts and culture events, including the organization of a minimum number of art exhibitions, outdoor concerts, and other community events.

The Hard House was built and lived in by the first mayor of Antioch starting in 1868 and is now on the State and Federal Registry of Historic Sites. It has fallen into a state of significant disrepair and is currently closed to the public. In 2012, the City entered into an agreement with the Friends of the Roswell Butler Hard House, a 501(c) 3 non-profit corporation established in 2009. Work to be performed to the Hard House by the non-profit includes the complete renovation of the original structure built in 1868 and the removal of the 1920 addition. Work is to be done in

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phases starting with making the building safe and water tight, then proceeding with the first floor followed by the second floor renovation. Previous appraisals of the Hard House indicate that it has “negligible value” based on the condition of the parcel.

- **Property Nos. 16-19 (Parking, Caddy Corner from City Hall)**

These four parcels comprise the parking lot on the west side of I Street, in between Third Street and Fourth Street, caddy corner to City Hall and are used for civic parking. They are zoned P: Exclusive Parking District and range in size from 0.068 acres to 0.34 acres in size, cumulatively comprising approximately 0.58 acres. Prior to the issuance of any policy of title insurance, properties 16, 17, and 19 would require an ALTA/ACSM survey, (to review and insure title).

On November 2, 2012, the DOF issued a revised Objection to Oversight Board Action determination letter advising that none of the 19 properties met the definition of governmental use as defined in the HSC 34181 (a). After a subsequent “meet and confer” session on February 14, 2013, the DOF, in a letter dated July 12, 2013, revised the original findings in the original Objection to Oversight Board Action based on additional information provided by the City, and approved Property No’s 1 through 4 as governmental use property properly transferred to the City. Property No’s 5-19 were not considered governmental use, largely because they consist of parking lots and one building that, owing to its physical deterioration, is uninhabitable. However, the City and Successor Agency continue to dispute DOF’s finding of non-governmental use for all of these properties. The City and Successor Agency position is further supported by a California Supreme Court decision (*Whittier v. Dixon* 24 Cal 2d 644, 667 (1944)), which found that public parking lots serve a public purpose. In addition, Streets & Highways Code Section 31506 states that cities may improve property for parking purposes. Each of these supports the City position that the parking lots are a governmental use, contrary to the position of the DOF.

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2. Real Property Assets Proposed for Sale

Based on the determinations of the Successor Agency, Oversight Board, and the DOF's OFA-DDR determination letter, there are twenty-one (21) properties addressed in this section of the Plan. The 21 properties include fifteen (15) properties, (Property No's 5-19), that are in dispute and which the Successor Agency and Oversight Board propose be transferred to the City for government use. The remaining 6 properties (Property No's 20 through 25) were originally determined to be potentially suitable for disposition. The Plan proposes that three of these properties (Properties 20-22) be sold, and the other three be held for future development.

The properties identified for disposition are concentrated in Downtown Antioch, between F Street on the east, K Street on the west, Third Street on the south, and the railroad track on the north. These properties are vacant lots with Rivertown Retail District (RTC) zoning. The RTC zoning designation allows for a variety of retail businesses, restaurants, personal and professional services, and offices. In addition, compatible service-oriented and office uses are permitted. The parcels are relatively small, ranging in size from 0.057 acres to 0.170 acres. Attachment D contains parcel maps and pictures of Properties 20-22.

Property No.	APN	Date of Purchase	Source of Funding	Existing Use
20	065-051-001	09/10/1999	Tax increment	Vacant Parcel
21	065-051-002	09/10/1999	Tax increment	Vacant Parcel
22	065-092-014	03/23/2001	Tax increment	Vacant Parcel

- **Property Nos. 20 and 21 (Second and F Street, near Birthplace Monument)**

Acquired together in the late 1990's, these two properties are located at the northwest corner of Second Street and F Street. As shown in Attachment D, the east side begins at street level at Second Street and slants downward toward the railroad track and

waterfront and is undeveloped. However, the F Street right-of-way (ROW) boundary is not physically demarcated; as a result, a portion of one or more parking spaces may be located within the F Street ROW. To the north, near the railroad tracks and presumably within the F Street ROW, a public monument commemorates the 1850 Birthplace of Antioch. The west side of the properties is unimproved and is entirely at grade with Second Street. The boundary between the parcels travels in an east-west direction approximately half way between Second Street and the railroad parcel, although there is no physical demarcation. Parcel 20, the smaller of the two parcels, is located on the northern portion facing the railroad track and F Street, while Parcel 21 is located on the southern portion and faces West Second Street and F Street.

Table 7 - Property Nos. 20 and 21 (Second and F Street, near Birthplace Monument)		
Items	Property 20	Property 21
Address	F Street, west of Antioch monument	500 W. Second Street
APN	066-051-001	066-051-002
Current Zoning	RTC	RTC
Parcel Size	0.080	0.114
Date of Original Purchase	09/10/1999	09/10/1999
Purpose of Acquisition	Redevelopment	Redevelopment
Existing Use	vacant	vacant

- Property No. 22 (800 Block of Second Street, next to Beer Garden)** This property is located on the south side of the 800 block of West Second Street, across from City Hall. In 1991, Property 22 was the subject of a development agreement for the Antioch Landing Project, which proposed a mixed-use building with 9 residential units and ground-floor retail; the project was never built. Property 22 is located immediately west and is 0.057 acres. The property is partially improved; it contains portions of paved parking spaces created by the Beer Garden located to the west. The property is zoned RTC.

Table 8 - Property No. 22 800 Block of Second Street, next to Beer Garden	
Item	Property 22
Address	Second Street
APN	066-092-014
Current Zoning	RTC
Parcel Size	0.057
Date of Original Purchase	3/23/2001
Purpose of Acquisition	Redevelopment
Existing Use	vacant

3. Properties to be Retained for Future Use

The Plan proposes to retain three properties for future use—Properties #23-25. Attachment 3 contains the parcel map and photos of these properties, which are further described below:

- **Property No. 23-24 (801 W. Second Street, Fulton Shipyard and Rodger’s Point)**

Property 23 is 0.172 acres and is located at the southwest corner of West Second and I Street, directly across from City Hall. It is vacant and unimproved. Property 24, a 1.9-acre parcel fronting the San Joaquin Delta is next to the Fulton Shipyard Boat Ramp on Fulton Shipyard Road. The title report includes a 1998 condominium rider for a project known as Westwood Oaks, and the parcel is subject to Maintenance Assessment District 1999-1. Dating back to 1975, there is a 30-foot wide “perpetual right of way and road” along the easterly line of the parcel. Any future development of the site may have to accommodate Native American artifacts.¹ Finally, this parcel abuts the boat ramp, which the City recently decided to keep open, and is best suited for continued public use. The specific use of this parcel in the future will require

¹ According to the Sonoma State Department of Anthropology Northwest Information Center, information about the existence of Native American artifacts is confidential and cannot be published in any public reports.

further analysis, but at some point the City intends that the parcel be developed by the private sector with uses that are appropriate for a waterfront site.

Table 9 – Property Nos. 23 and 24 (Rodger’s Point)		
Item	Property 24	Property 23
Address	209 Fulton Shipyard Road	801 West Second Street
APN	065-010-006	066-092-001
Current Zoning	WF	RTC
Parcel Size	1.90	0.172
Date of Original Purchase	11/24/1987	03-23-2001
Purpose of Acquisition	Redevelopment	Redevelopment
Existing Use	Vacant	Vacant

- Property No. 25 (Prospects Way, north of old “Radiator Building”)**. The final property is located on the west side of Downtown Antioch, on Prospects Way. It is 0.110 acres and is located north of the “radiator building,” an old industrial building no longer actively in use. The property is vacant and existing utilities are available to serve the site. A 2005 the California EPA Department of Toxic Substances Control site investigation study detected Cadmium levels that slightly exceed the California Human Health Screening Level value, and further recommended additional future investigation of lead in the soil. Given this, the sales prices of the site may be affected by the presence of toxic substances and may require that the Agency sell the site at a price that is less than fair market value. The Agency would prefer that the site be developed with some form of retail / commercial development that is appropriate for the downtown area.

Table 10 - Property No. 25 (Prospects Way, north of “Old Radiator” Building)	
Item	Property 25
Address	Prospects Street
APN	066-102-010
Current Zoning	RTC
Parcel Size	0.110
Date of Original Purchase	05/26/1987
Purpose of Acquisition	Redevelopment
Existing Use	Vacant

IV. RETENTION AND DISPOSITION STRATEGY AND PLAN

A. Categories of Property and Asset Disposition

1. Retention of Real Property Asset for Government (Public) Use

The Plan proposes that the properties listed in Table 2 be retained by the City because such properties were originally acquired by the Former Agency, and have been continually dedicated for public use. The proposed disposition plan objective is to transfer the real property assets to the City for continued dedicated public use.

The market value for these parcels is considered nominal. With the exception of Property #15, these properties are all zoned P: Exclusive Parking District, which restricts their use to public parking. The portion of Property #15 that includes the Lynn House would be retained by the City and continued to operate as a public art gallery and offices for a civic arts organization providing contract-services to the City. The potential uses for the Hard House have not yet been specifically been determined, but would require redevelopment of the property in conjunction with a non-profit user. The building will ultimately need significant rehabilitation before it can be used for future public use.

2. Disposition (Sale) of Real Property

The Plan proposes that the properties listed in Table 3 be positioned for disposition by the Agency. The proposed disposition plan objective for Properties 20 through 22 is to sell the subject property for private development consistent with the existing City General Plan and zoning ordinance land use designations.

Combined, properties 20-22 include 3 small commercial lots Downtown comprising approximately 0.366 acres. As discussed in a previous section, the properties are currently designated as RTC (Rivertown Retail District) in the City's Zoning Ordinance.

3. Retention for Future Use

The Plan proposes that the Agency retain Properties 23 through 25 for future development. The Agency will then pursue selling the properties to the private sector for development purposes. Depending on the ultimate use of the property by the private sector, the properties may need to be sold at less than fair market value in order to make the development financially feasible. The proceeds generated from the disposition will be distributed to the County for allocation to the applicable taxing entities in accordance with the provisions of AB 1484.

B. Estimated Value and Disposition of Proceeds for Identified Real Property Assets

1. Estimated Value of Identified Remaining Real Property Assets

Table 11, below, presents an estimated range of potential market value of the subject remaining real property assets that are “Proposed for Sale” as well as properties “Proposed for Retention for Future Use.” The estimated range of value (low and high) is based on discussions with commercial real estate brokers who possess a working knowledge of the Antioch and Contra Costa County real estate market. Attachment F contains a list of brokers who shared their market insights. Broker interviews conducted between December of 2013 and February of 2014 revealed the following insights pertaining to the market value of these properties:

- Buildings in Downtown Antioch are currently selling for about only one-third of replacement value. New development is unlikely to attract any national tenants, and local tenants are generally willing to pay in the range of \$1.00 to \$1.10 per building square foot on a gross basis. As such, it is unlikely that a buyer could obtain a construction loan; cash would be the most likely source of funding for both land acquisition and project construction. These trends severely limit the feasibility for new construction projects on vacant land in Downtown Antioch.
- At this time, even competitively located and fully served land is not attracting offers at \$4-5 per square foot.

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- The most likely buyers for Downtown properties would be the adjacent property owner(s).
- Properties 22 and 23 have the strongest market potential.
- It is somewhat difficult to determine values for waterfront property like Property 24 (Rodger’s Point). Its locational attributes at the end of an existing road, abutting an existing rail line, distance from Downtown, and featuring a combination of adjacent recreation and industrial uses makes it an unlikely candidate for retail or office development. Potential value could be as high as \$2 per square foot, though offers may be considerably lower. Depending on the actual development that is to occur, the land may need to be sold at a discount from market value in order to ensure the feasibility of the development.

While available undeveloped properties in/near Downtown Antioch are listed at \$9-\$10 per square foot, brokers opined that market values for Properties 21-25 would more likely fall in the range of \$2 to \$6 per square foot and Property 20 would likely garner less than \$2 per square foot.

The information presented below is only intended to provide an “order-of-magnitude” estimate of potential values and is not intended to present appraised market value or formal broker opinion of market value.

Table 11 – Estimated Market Value of Remaining Real Property Assets					
Property No.	Address	APN No.	Property Size (Land SF / Acres)	Estimated Range of Value	
Properties Proposed for Sale				\$2.00/SF	
				\$6.00/SF	
20	F Street, West of Antioch monument	066-051-001	3,500 / 0.080	\$7,000	\$21,000
21	500 W. Second Street	066-051-002	5,000 / 0.114	\$10,000	\$30,000
22	W. Second Street	066-092-014	2,500 / 0.057	\$5,000	\$15,000
TOTAL			11,000 / 0.251	\$22,000	\$66,000

Table 12 - Estimated Value of remaining Real Property Assets					
Property No.	Address	APN No.	Property Size (Land SF / Acres)	Estimated Range of Value	
Properties Proposed for Retention for Future Use				\$2.00/SF	
23	801 W. Second Street	066-092-001	7,500 / 0.172	\$15,000	\$45,000
24	Rodgers Point	065-010-006	82,764 / 1.900	\$165,500	NA
25	Prospects Way	066-102-010	4,792 / 0.110	\$9,584	\$28,752
TOTAL			95,056 / 2.182	\$190,084	\$73,752

2. Distribution of Proceeds from Real Property Asset Disposition

a. Real Property Assets Retained for Government Use

The proposed disposition plan objective is to transfer the ownership of these properties to the City for continued dedicated public use. Properties 5-14 and 16-19 would continue to be utilized as parking lots, while Property 15 would continued to be used a public art gallery, civic arts offices, and a future public museum. Should these properties not be needed for public use in the future they will be sold and proceeds would be distributed to the County Auditor-Controller for allocation to the applicable taxing entities in accordance with the provisions of AB 26 and AB 1484.

b. Real Property Assets Planned for Disposition (Sale)

The proceeds generated from the disposition (sale of Property Nos's. 20-22) would be distributed to the applicable taxing entities in accordance with the provisions of AB 1484 upon receipt of such proceeds by the Oversight Board.

c. Real Property Assets Planned for Retention for Future Use

The proceeds generated from the disposition will be distributed to the County for allocation to the applicable taxing entities in accordance with the provisions of AB 1484.

C. Approach and Process for Disposition of Real Property Assets

The real property assets shown on Tables 3 and 4 may be offered for sale through a Request for Proposals and Offer (RFPO) process, a brokerage process, or another competitive process that will be selected by the Successor Agency. The proposed predevelopment activities outlined below are intended to be illustrative of the types of activities which the Successor Agency may decide to pursue in order to position the properties for successful acquisition / development and enhance the potential value (proceeds) generated from the sale of such properties.

1. Predevelopment Activities

There are a number of predevelopment activities that the Successor Agency may or may not decide to undertake in order to appropriately position the subject real property assets for disposition and private development. These potential activities could include:

- Preparing preliminary title reports to determine existing title conditions in relation to potential development of the properties;
- Commissioning appraisal reports or broker price opinion to determine a potential market value of the properties;
- Development potential under existing zoning;
- Preparing an initial environmental site assessment to determine if there are any potential environmental conditions in relation to the potential development of the properties; and
- Developing information regarding the public infrastructure capacity (water, sewer, drainage, etc.).

The decision of the Successor Agency to undertake such activities would be dependent in part on the availability of funding and whether these related disposition costs would be allowed by the State Department of Finance as enforceable obligations on the Recognized Obligation Payment Schedule (ROPS).

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2. Request for Proposals and Offers (RFPO) / Brokerage Process

The Successor Agency could potentially prepare and implement a RFPO process for selection of a private development team(s) to acquire and develop properties. Alternatively, the Successor Agency could interview and hire one or more real estate brokerage firms to assist with the sale of the properties listed below.

- **Property No's 20-23—Downtown Parcels** All properties will be constructed consistent with City General Plan and related zoning ordinance designations. The intent of the disposition process would be to select the most qualified business and development partner(s) for the Successor Agency related to disposition and development of the subject properties, and respective business offers that provide the highest and most certain economic value and return from the disposition of the subject properties. Subsequent to selection of a private developer(s), the Successor Agency, (e.g. City staff), should work mutually with the selected private developer(s) to negotiate the terms and conditions for disposition of the subject properties. These provisions should be negotiated during an exclusive negotiation period, and would be embodied in a purchase and sale agreement between the Successor Agency and selected private developer(s).

Attachment A

Former Redevelopment Parcels

Attachment A: City of Antioch Former Redevelopment Parcels

Plan Property #	"Original" Property #	APN	Location	Description	LRPMP Category
PROPERTIES TO RETAIN FOR GOVT. USE-- APPROVED					
1	1	066-010-006	L Street and Marina Plaza	Municipal Boat Launch	DOF approved for Govt Use
2	2	066-010-007	L Street and Marina Plaza	Municipal Boat Launch	DOF approved for Govt Use
3	3	066-010-014	W. First Street	Amtrak Train Station/ Bus Stop	DOF approved for Govt Use
4	4	066-020-010	Foot of I Street	Public Access-- Pier at Riverview Lodge	DOF approved for Govt Use
ATTACHMENT C: PROPERTIES TO RETAIN FOR GOVT. USE-- PROPOSED					
5	5	066-052-003	W. Second and E Street	Senior Center Parking Lot	Retain for Continued Govt Use
6	6	066-053-002	W. Third Street	Nick Rodriguez Community Center parking lot	Retain for Continued Govt Use
7	7	066-061-009	I Street	Adjacent to Showboat Building, partially improved parking lot.	Retain for Continued Govt Use
8	8	066-061-010	W. Third Street	Adjacent to Showboat Building, partially improved parking lot	Retain for Continued Govt Use
9	9	066-062-016	W. Third Street	Public parking across from City Hall	Retain for Continued Govt Use
10	10	066-071-005	W. Second Street	City Hall Parking, North Side	Retain for Continued Govt Use
11	11	066-072-020	608 W. Third Street	City Hall Parking, East Side	Retain for Continued Govt Use
12	12	066-082-005	101 I Street	Waldie Plaza Park parking lot	Retain for Continued Govt Use
13	13	066-082-006	I Street	Waldie Plaza Park parking lot	Retain for Continued Govt Use
14	14	066-082-007	I Street	Waldie Plaza Park parking lot	Retain for Continued Govt Use
15	15	066-091-015	809 W. First Street	Lynn/Hard House	Retain for Continued Govt Use
16	16	066-107-001	308 I Street	Parking, caddy corner from City Hall	Retain for Continued Govt Use
17	17	066-107-003	314 I Street	Parking, caddy corner from City Hall	Retain for Continued Govt Use
18	18	066-107-010	807 W. Third Street	Parking, caddy corner from City Hall	Retain for Continued Govt Use
19	19	066-107-011	302 W. I Street	Parking, caddy corner from City Hall	Retain for Continued Govt Use
ATTACHMENT D: PROPERTIES FOR SALE-- PROPOSED					
20	21	066-051-001	F Street, west of Antioch monument	Vacant	Sale
21	22	066-051-002	500 W. Second Street	Vacant	Sale
22	24	066-092-014	W. Second Street	Vacant	Sale
ATTACHMENT E: PROPERTIES TO RETAIN FOR FUTURE USE-- PROPOSED					
23	23	066-092-001	801 W. Second Street	Vacant	Retain for Future Use
24	20	065-010-006	209 Fulton Shipyard Rd.	Vacant	Retain for Future Use
25	25	066-102-010	Prospects Way	Vacant	Retain for Future Use

Attachment B

Property Inventory Data

Attachment B:
 Antifloch Long Range Property Management Plan
 Property Inventory Data

Plan No.	APN	Existing Use	Address	Property Type	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)				HSC 34191.5 (c)		
					Permissible Use	Permissible Use Detail	Acquisition Date	Purchase Price	Estimated Current Value	Value Basis		Date of Estimated Current Value	APN #
Properties to be Retained for Government Use - Approved													
1	066-010-006	Municipal Boat Launch Facility	L Street/Marina Plaza	OS - Open Space/ Public Use District	Governmental Use	NA	11/20/89	NA	\$ 100,988	Assessed Value	03/01/11	066-010-006	200,376
2	066-010-007	Municipal Boat Launch Facility	L Street/Marina Plaza	OS	Governmental Use	NA	11/20/89	NA	\$ 5,301	Assessed Value	03/01/11	066-010-007	10,454
3	066-010-014	Amtrak Train Station/Public Bus Stop	W. First Street	RTC (Riverfront Retail District)	Governmental Use	NA	08/15/88	\$ 44,000	\$ 304,233	Carrying Value	01/31/2012	066-010-014	47,916
4	066-020-010	Public Access-pier at Riverview Lodge	Foot of Waidle Park Plaza	WF - Urban Waterfront District	Governmental Use	NA	11/02/89	NA	\$ 3,100	Carrying Value	01/31/2012	066-020-010	12,197
Properties to be Retained for Government Use - Proposed													
5	066-052-003	Senior Center overflow parking lot	Second Street (NW Corner at E St)	EPD- Exclusive Parking District	Governmental Use	public parking	02/18/88	\$ 180,000	\$ 142,250	Carrying Value	01/31/2012	066-052-003	21,000
6	066-053-002	Nick Rodriguez Community Center parking lot	W. Third Street	EPD	Governmental Use	public parking	1958	\$ 78,000	\$ 42,965	Assessed Value	03/01/11	066-053-002	10,000
7	066-061-009	City Hall overflow parking lot	I Street (3rd-4th, West side)	EPD	Governmental Use	public parking	05/06/83	\$ 188,000	\$ 180,764	Carrying Value	01/31/2012	066-061-009	17,076
8	066-061-010	City Hall overflow parking lot	W. Third Street	EPD	Governmental Use	public parking	05/06/83	NA	\$ 97,559	Carrying Value	01/31/2012	066-061-010	8,015
9	066-062-016	City Hall overflow parking lot	W. Third Street	EPD	Governmental Use	public parking	01/29/88	NA	\$ 88,141	Carrying Value	01/31/2012	066-062-016	12,720
10	066-071-005	City Hall overflow parking lot and patron parking for the El Campanil Theatre.	W. Second Street	EPD	Governmental Use	public parking	12/01/80	NA	\$ 104,015	Carrying Value	01/31/2012	066-071-005	22,810
11	066-072-020	City Hall overflow parking lot	608 W. Third Street	EPD	Governmental Use	public parking	12/19/80	NA	\$ 66,045	Assessed Value	03/01/11	066-072-020	8,400
12	066-082-005	Waidle Park Plaza parking lot.	101 I Street	EPD	Governmental Use	public parking	11/20/89	NA	\$ 83,058	Carrying Value	01/31/2012	066-082-005	9,375
13	066-082-006	Waidle Park Plaza parking lot.	I Street	EPD	Governmental Use	public parking	11/20/89	NA	\$ 22,148	Carrying Value	01/31/2012	066-082-006	2,500
14	066-082-007	Waidle Park Plaza parking lot.	I Street	EPD	Governmental Use	public parking	11/20/89	NA	\$ 22,148	Carrying Value	01/31/2012	066-082-007	2,500
15	066-091-015	Lynn/Hard House Arts & Cultural Foundation	809 W. First Street	RTC	Governmental Use	public art gallery	10/03/89	NA	\$ 264,825	Carrying Value	01/31/2012	066-091-015	13,939

**Attachment B:
Antioch Long Range Property Management Plan
Property Inventory Data**

Plan No.	APN	Existing Use	Address	Property Type	HSC 34191.5 (c)(2)			HSC 34191.5 (c)(1)(A)			HSC 34191.5 (c)		
					Permissible Use	Permissible Use Detail	Acquisition Date 1	Purchase Price 1	Estimated Current Value	Value Basis	Date of Estimated Current Value	APN #	Lot Size (SF)
16	066-107-001	City Hall overflow parking lot	308 I Street	EPD	Governmental Use	public parking	04/10/87	\$ 135,000	\$ 150,884	Carrying Value	01/31/2012	066-107-001	15,000
17	066-107-003	City Hall overflow parking lot	314 I Street	EPD	Governmental Use	public parking	NA	NA	\$ 70,506	Carrying Value	01/31/2012	066-107-003	7,500
18	066-107-010	City Hall overflow parking lot	807 W. Third Street	EPD	Governmental Use	public parking	09/24/87	\$ 82,000	\$ 84,432	Carrying Value	01/31/2012	066-107-010	NA
19	066-107-011	City Hall overflow parking lot	302 W. I Street	EPD	Governmental Use	public parking	02/18/88	\$ 20,000	\$ 23,040	Carrying Value	01/31/2012	066-107-011	3,000
Properties for Sale- Proposed													
20	066-051-001	vacant parcel	F Street, west of Antioch monument	RTC	Sale of Property	retail, office	09/10/99	NA	\$ 27,286	Carrying Value	01/31/2012	066-051-001	3,500
21	066-051-002	vacant parcel	500 W. Second Street	RTC	Sale of Property	retail, office	09/10/99	NA	\$ 38,985	Carrying Value	01/31/2012	066-051-002	5,000
22	066-092-014	vacant parcel	W. Second Street	RTC	Sale of Property	retail, office	03/23/01	NA	\$ 30,222	Carrying Value	01/31/2012	066-092-014	2,500
Properties to be Retained for Future Use- Proposed													
23	066-092-001	vacant parcel	801 W. Second Street	RTC	Sale of Property	retail, office	03/23/01	NA	\$ 108,417	Carrying Value	01/31/2012	066-092-001	7,500
24	065-010-006	vacant parcel	209 Fulton Shipyard Road	WF	Sale of Property	retail, office	11/24/87	\$ 189,445	\$ 387,183	Carrying Value	01/31/2012	065-010-006	82,764
25	066-102-010	Partially vacant, partially wetlands	Prospects Way	RTC	Sale of Property	retail, office	05/26/87	NA	\$ 8,969	Carrying Value	01/31/2012	066-102-010	4,792

Notes:

[1] Acquisition dates and prices reflect best known information based on a review of parcel title reports and input from City staff as of August 2013.

Attachment B:
Antioch Long Range Property
Inventory Data

Plan No.	APN	Current Zoning	HSC 34191.5 (c)(1)(D) Estimate of Current Parcel Value	HSC 34191.5 (c)(1)(E) Contractual requirements for use of income/revenue	HSC 34191.5 (c)(1)(F) environmental contamination, studies, and/or remediation, and designation as a brownfield site	HSC 34191.5 (c)(1)(G) Description of property's potential for transit oriented development	HSC 34191.5 (c)(1)(H) Advancement of planning objectives of the successor agency	HSC 34191.5 (c)(1)(I) History of previous development proposals and activity
Properties to be Retained for Gov								
1	066-010-006	OS - Open Space/ Public Use District	\$100,998	NA	NA	NA	NA	
2	066-010-007	OS - Open Space/ Public Use District	\$5,301	NA	NA	NA	NA	
3	066-010-014	RTC (Rivertown Retail District)	\$304,233	NA	NA	NA	NA	
4	066-020-010	WF - Urban Waterfront District	\$3,100	NA	NA	NA	NA	
Properties to be Retained for Gov								
5	066-052-003	RTC (Rivertown Retail District)	\$142,250	NA	NA	NA	NA	see Section III-A-1
6	066-053-002	RTC (Rivertown Retail District)	\$42,965	NA	NA	NA	NA	see Section III-A-1
7	066-061-009	RTC (Rivertown Retail District)	\$180,764	NA	NA	NA	NA	
8	066-061-010	RTC (Rivertown Retail District)	\$97,559	NA	NA	NA	NA	
9	066-062-016	RTC (Rivertown Retail District)	\$88,141	NA	NA	NA	NA	see Section III-A-1
10	066-071-005	RTC (Rivertown Retail District)	\$104,015	NA	NA	NA	NA	see Section III-A-1
11	066-072-020	RTC (Rivertown Retail District)	\$66,045	NA	NA	NA	NA	see Section III-A-1
12	066-082-005	M-1 - Light Industrial District	\$83,058	NA	NA	NA	NA	
13	066-082-006	M-1 - Light Industrial District	\$22,148	NA	NA	NA	NA	
14	066-082-007	M-1 - Light Industrial District	\$22,148	NA	NA	NA	NA	see Section III-A-1
15	066-091-015	RTC (Rivertown Retail District)	\$264,825	NA	see Section III-A-1	NA	NA	

Attachment B:
Antioch Long Range Property
Inventory Data

Plan No.	APN	Current Zoning	HSC 34191.5 (c)(1)(D) Estimate of Current Parcel Value	HSC 34191.5 (c)(1)(E) Estimate of Income/Revenue	HSC 34191.5 (c)(1)(F) Contractual requirements for use of income/revenue	HSC 34191.5 (c)(1)(G) environmental contamination, studies, and/or remediation, and designation as a brownfield site	HSC 34191.5 (c)(1)(H) Description of property's potential for transit oriented development	HSC 34191.5 (c)(1)(I) Advancement of the successor agency	HSC 34191.5 (c)(1)(J) History of previous development proposals and activity
16	066-107-001	RTC (Rivertown Retail District)	\$150,894	NA	NA	NA	NA	NA	
17	066-107-003	RTC (Rivertown Retail District)	\$70,506	NA	NA	NA	NA	NA	
18	066-107-010	RTC (Rivertown Retail District)	\$84,432	NA	NA	NA	NA	NA	See Section III-A-2.
19	066-107-011	RTC (Rivertown Retail District)	\$23,040	NA	NA	NA	NA	NA	
Properties for Sale-- Proposed									
20	066-051-001	RTC (Rivertown Retail District)	\$27,286	NA	NA	NA	NA	Retail, Office	
21	066-051-002	RTC (Rivertown Retail District)	\$38,985	NA	NA	NA	NA	Retail, Office	see Section III-A-3
22	066-092-014	RTC (Rivertown Retail District)	\$30,222	NA	NA	NA	NA	Retail, Office	
Properties to be Retained for Full									
23	066-092-001	RTC (Rivertown Retail District)	\$108,417	NA	NA	NA	NA	Retail, Office	
24	065-010-006	WF - Urban Waterfront District	\$387,183	NA	NA	NA	NA	NA	
25	066-102-010	RTC (Rivertown Retail District)	\$8,969	NA	NA	NA	NA	Retail, Office	

Notes:
[1] Acquisition dates and prices

Attachment C

Parcel Maps and Select Photos

Properties 1-19

Property 1 - APN 066-010-006



Property 2 - APN 066-010-007



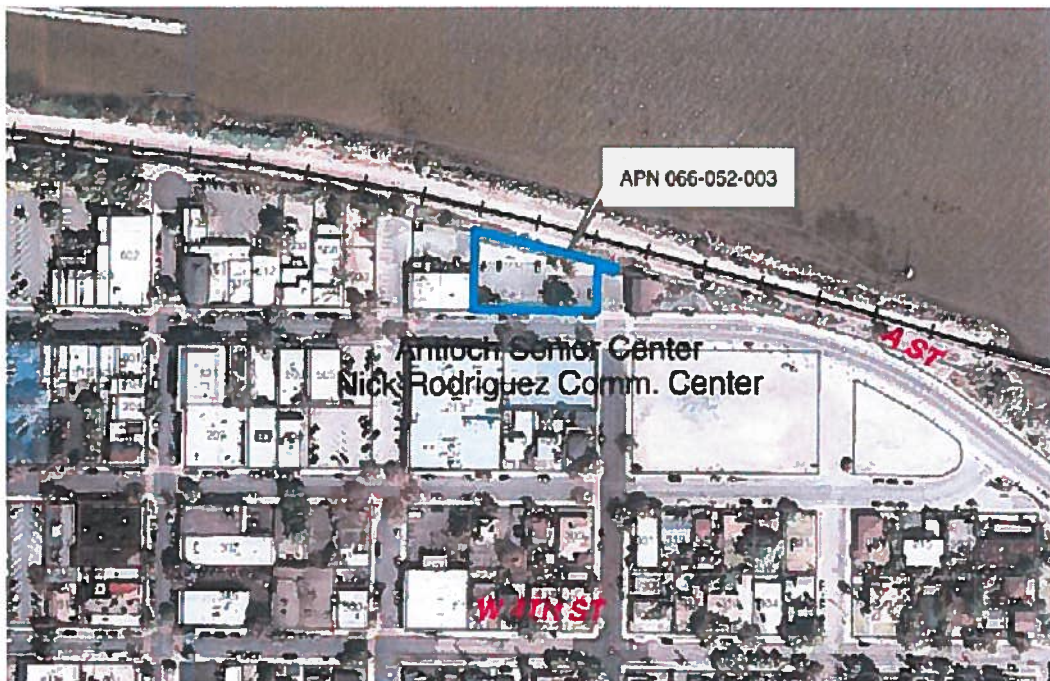
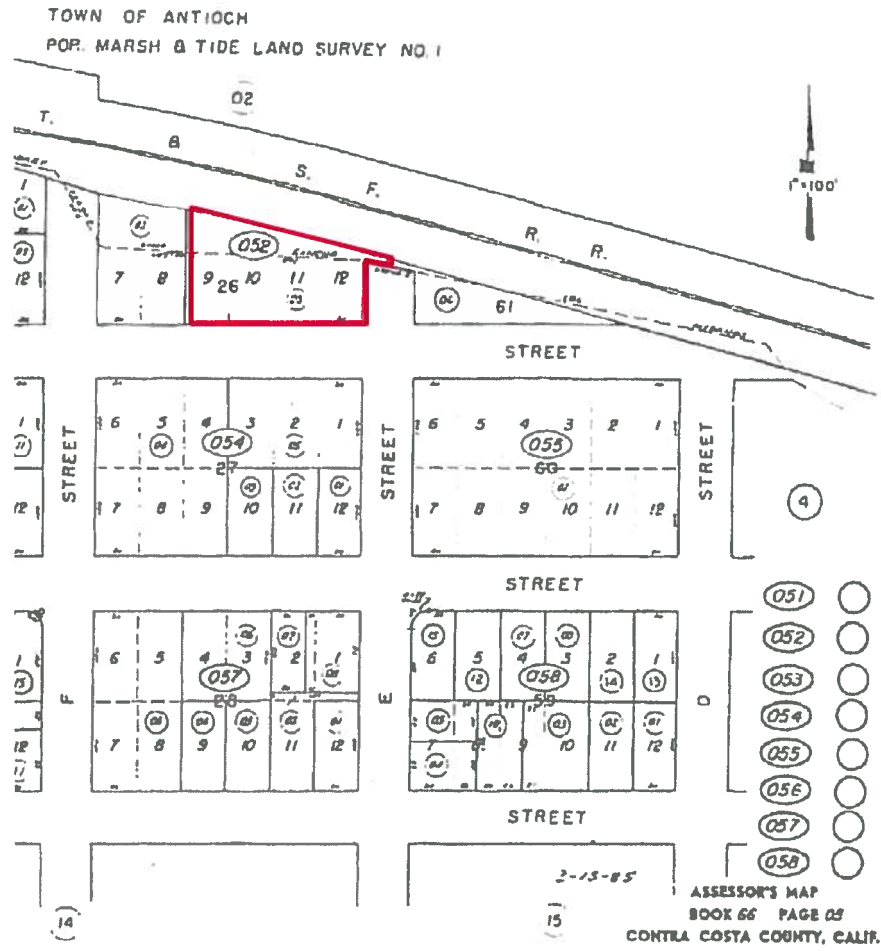
Property 3 - APN 066-010-014



Property 4 - APN 066-020-010

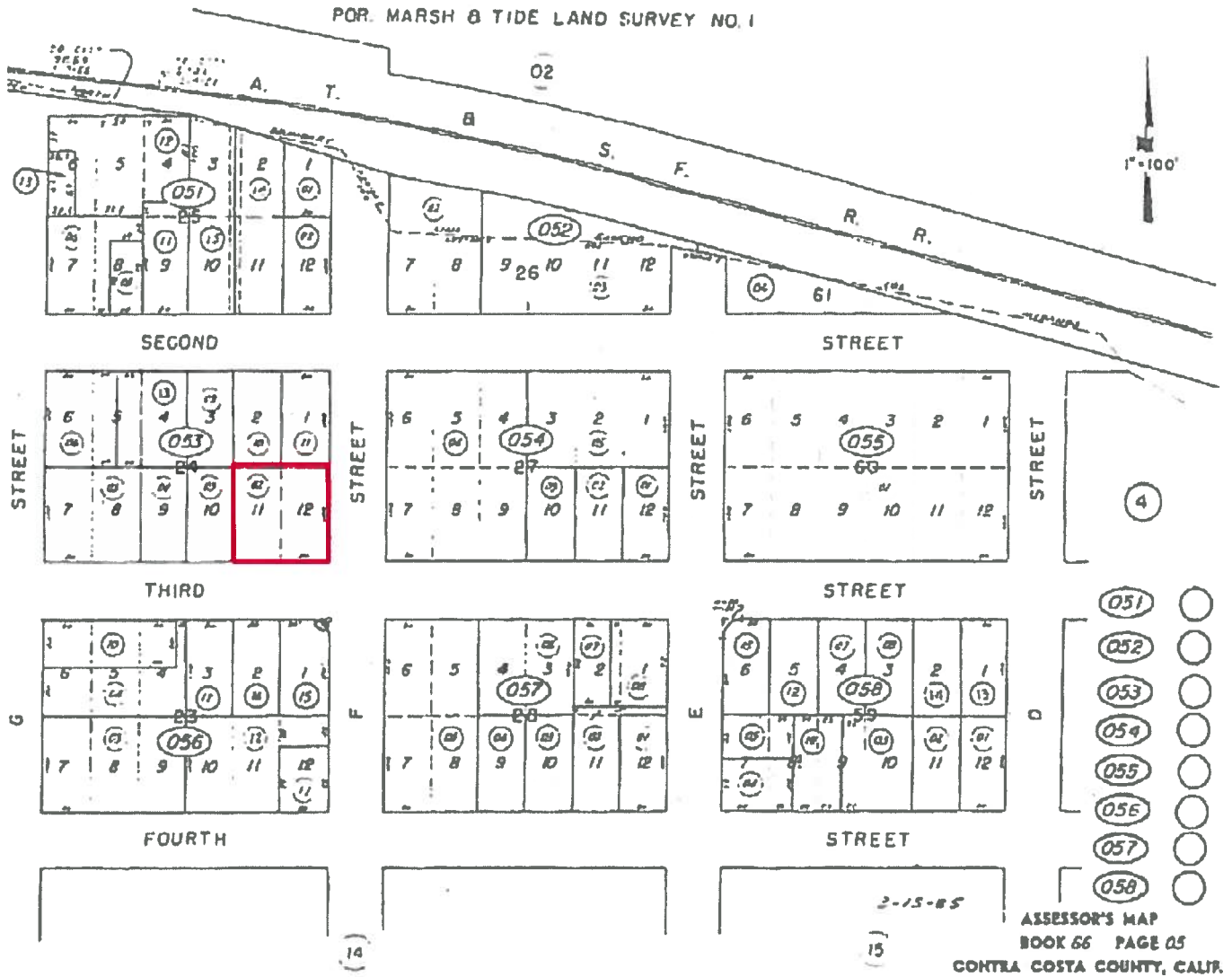


Property 5 - APN 066-052-003



Property 6 - APN 066-053-002

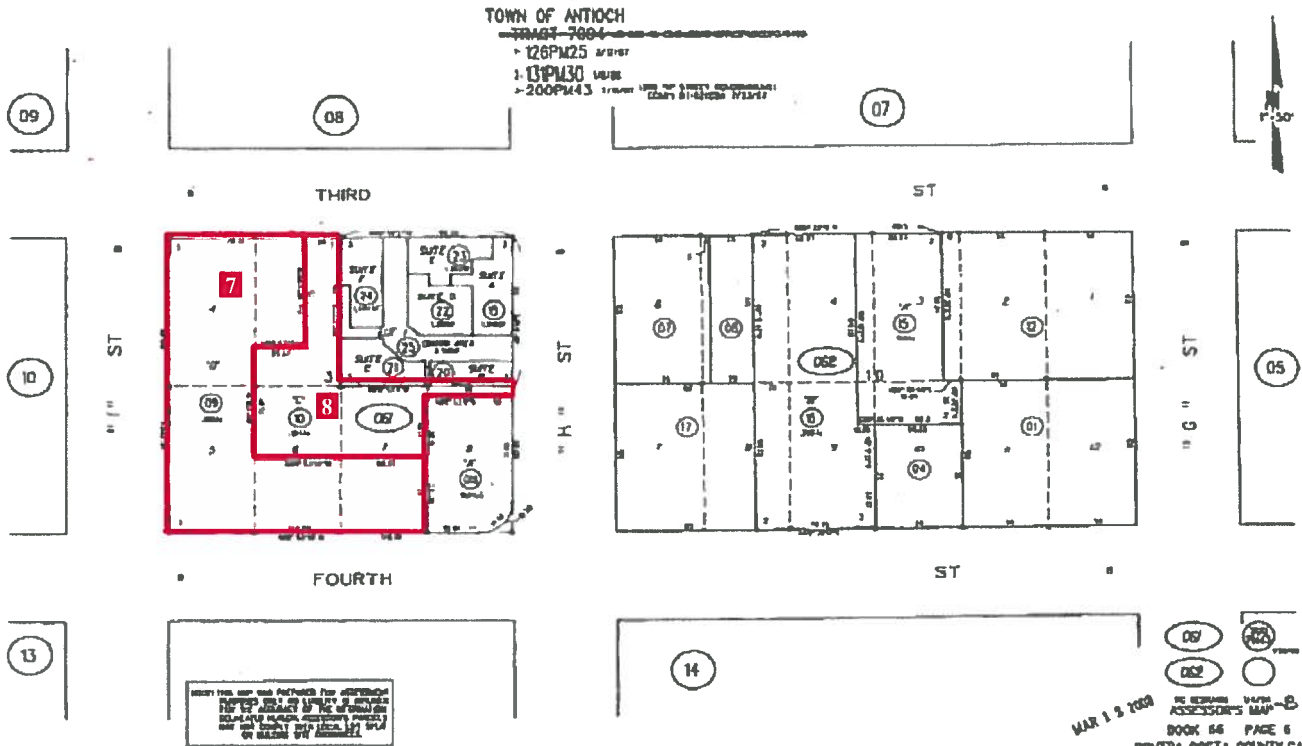
TOWN OF ANTIOCH
 POR. MARSH & TIDE LAND SURVEY NO. 1



ASSESSOR'S MAP
 BOOK 66 PAGE 05
 CONTRA COSTA COUNTY, CALIF.



Property 7 - APN 066-061-009 & Property 8 - APN 066-061-010

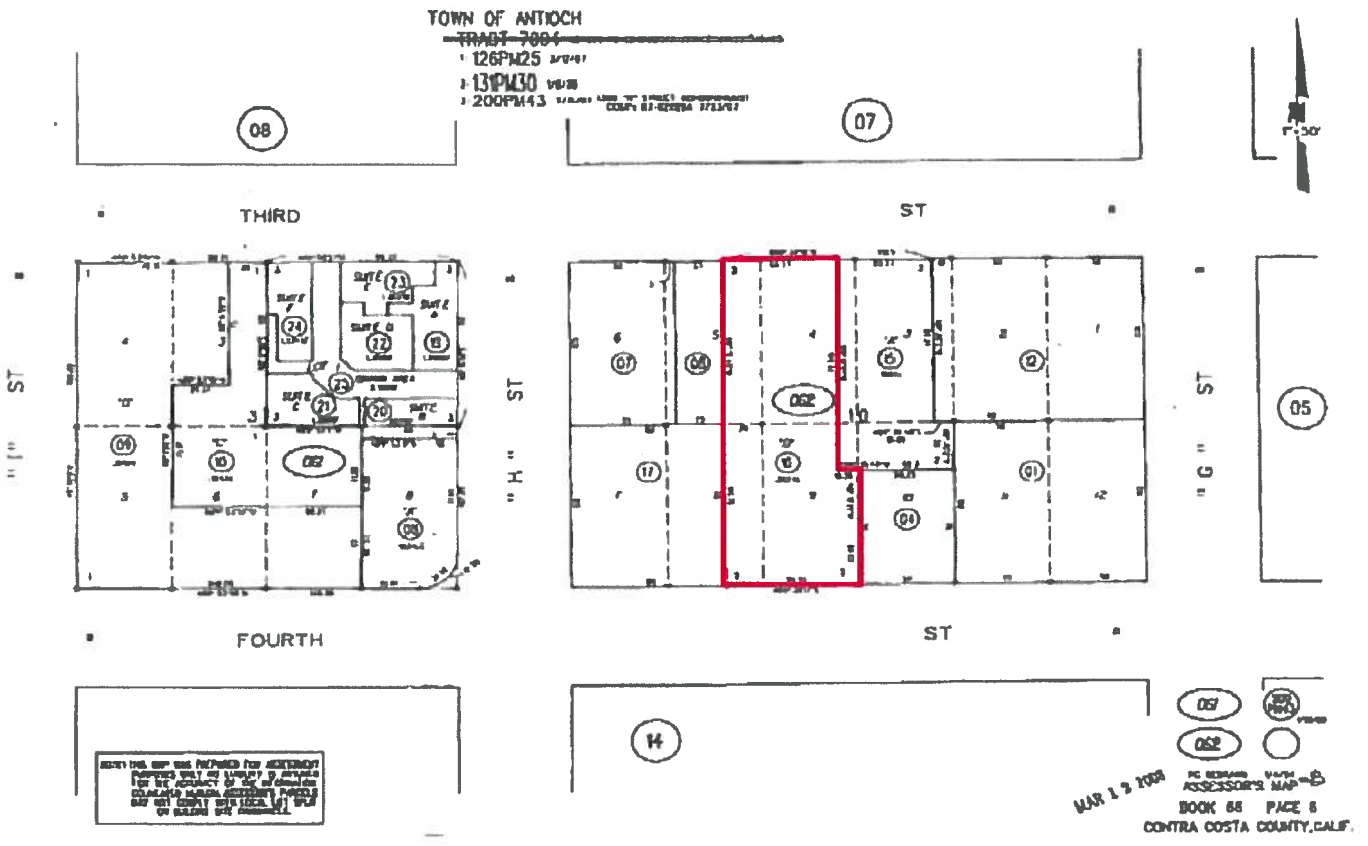


This map may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached



Property 9 - APN 066-062-016

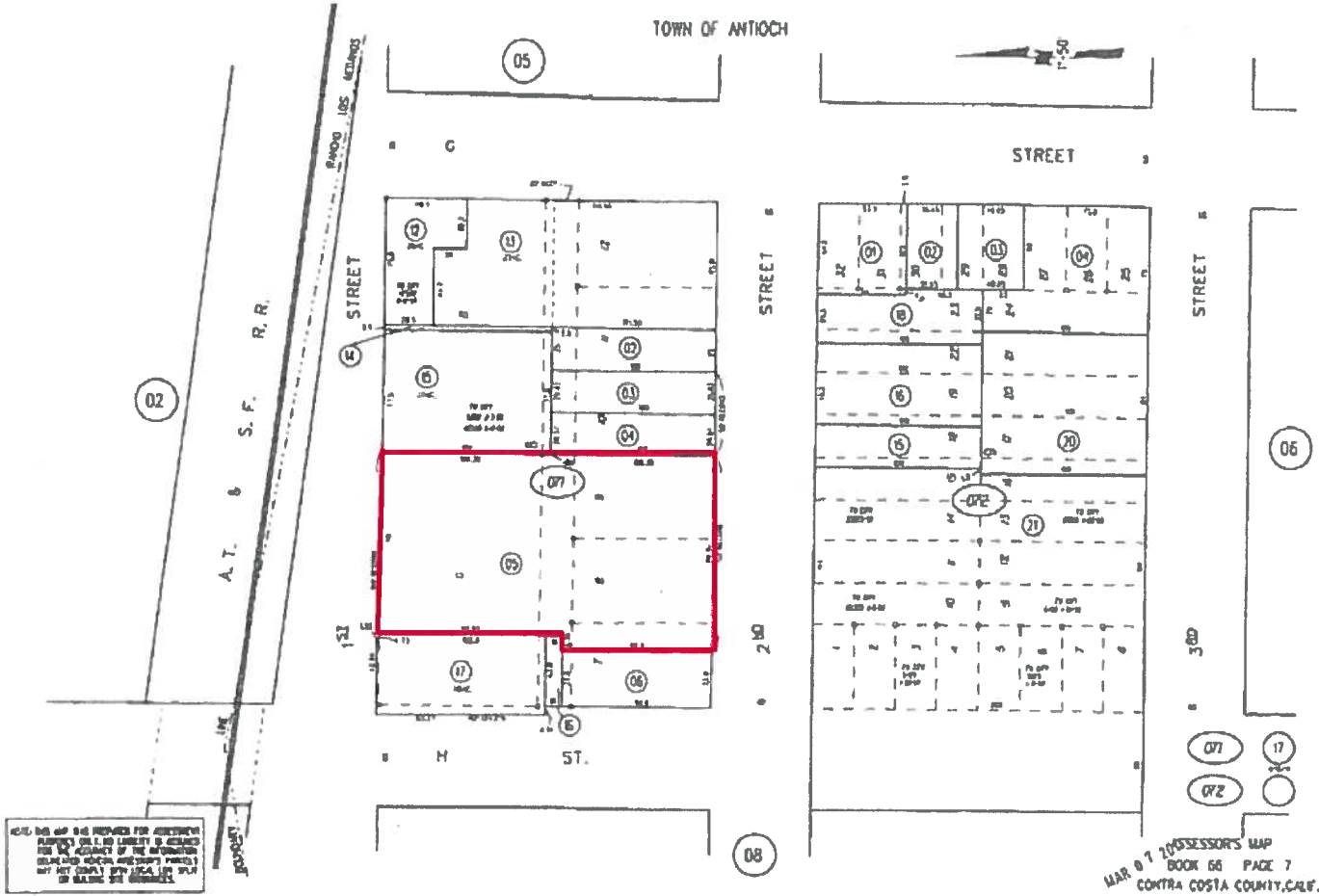
F-22



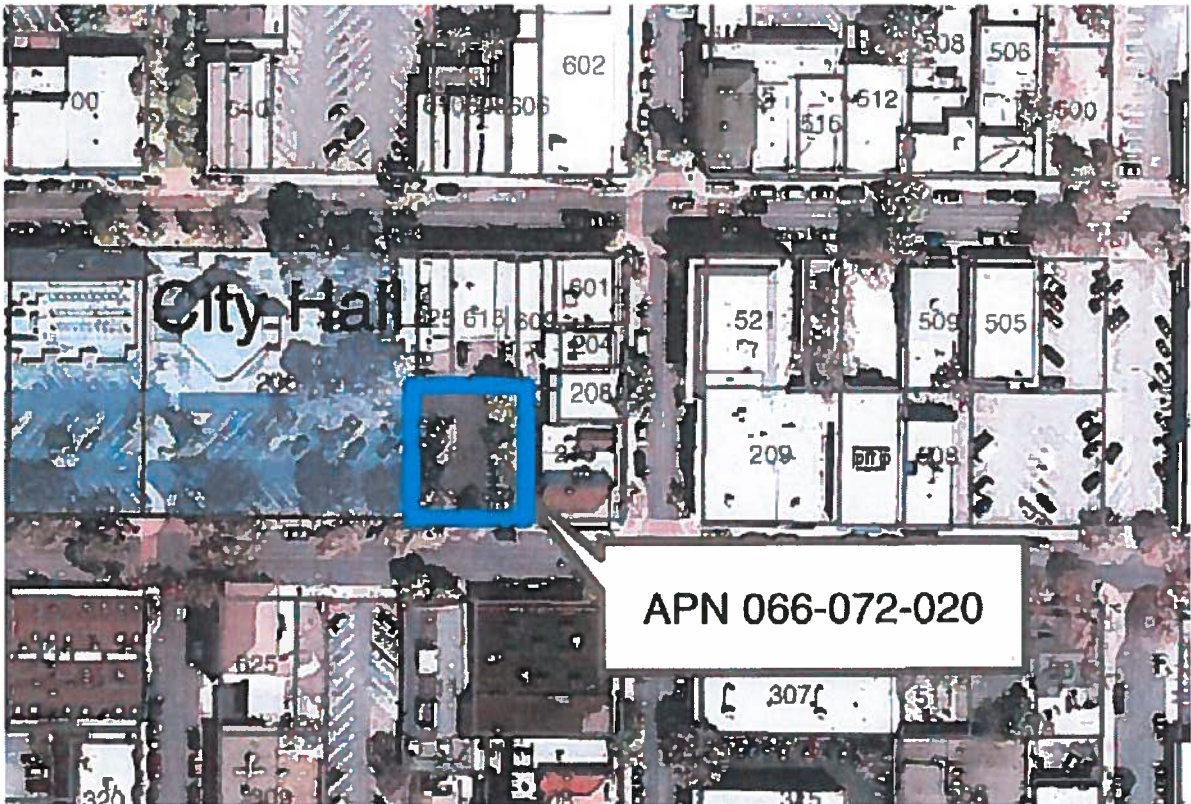
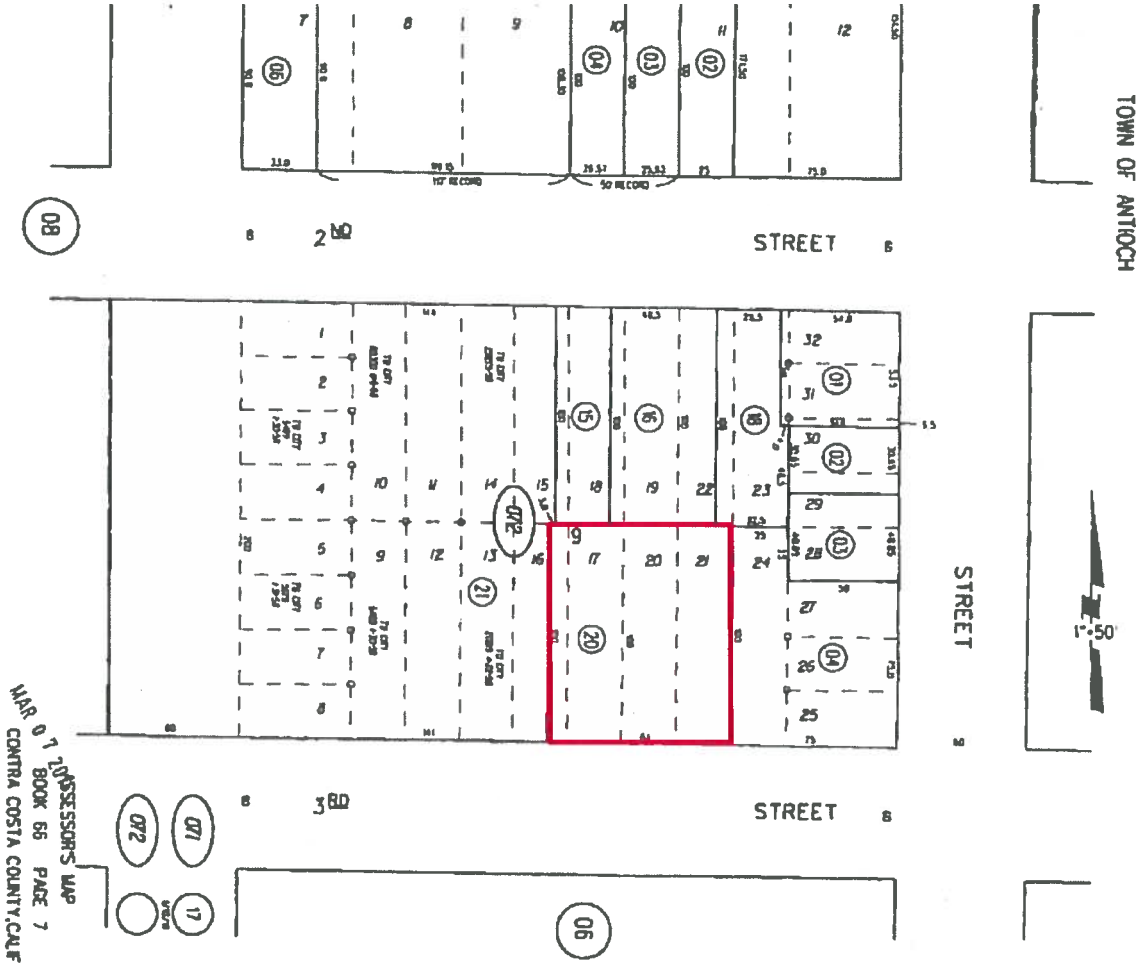
NOTE: THIS MAP WAS PREPARED FOR ASSISTANCE
 PROVIDED ONLY AND SHOULD BE AVAILABLE
 FOR THE AGENCY OF THE COUNTY OF CONTRA COSTA
 REGARDING PARCEL IDENTIFICATION PURPOSES
 AND NOT BE USED FOR ANY OTHER PURPOSES
 OR BEING USED FOR RECORDS.



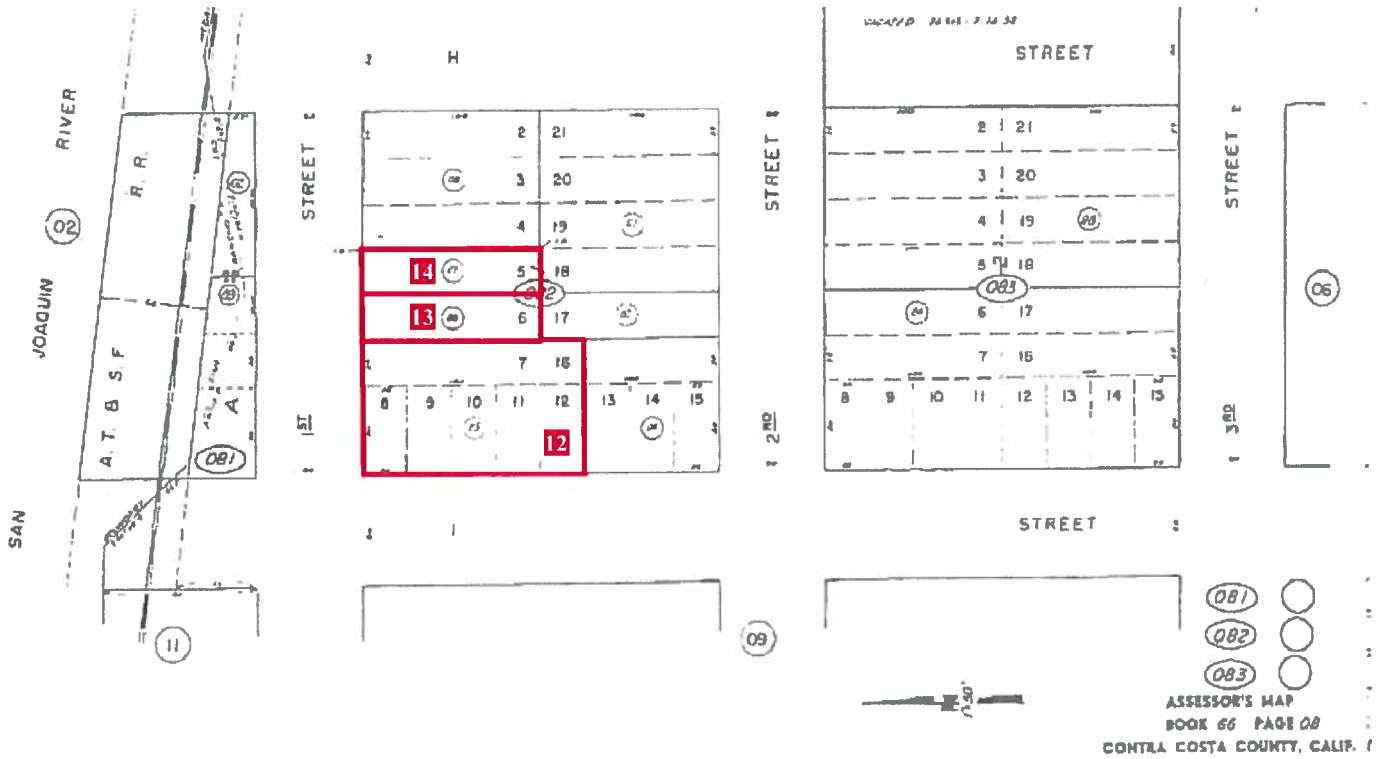
Property 10 - APN 066-071-005



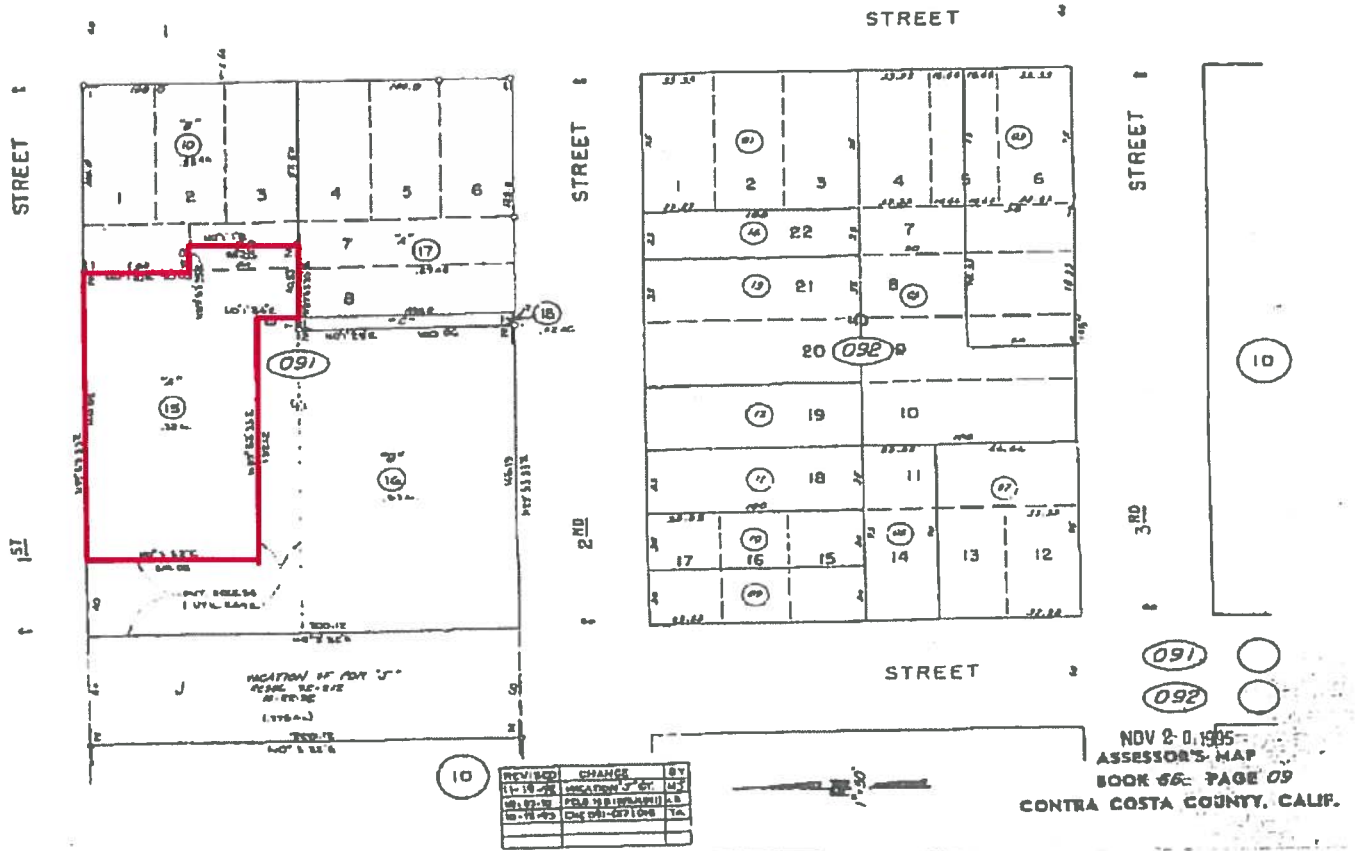
Property 11 - APN 066-072-020



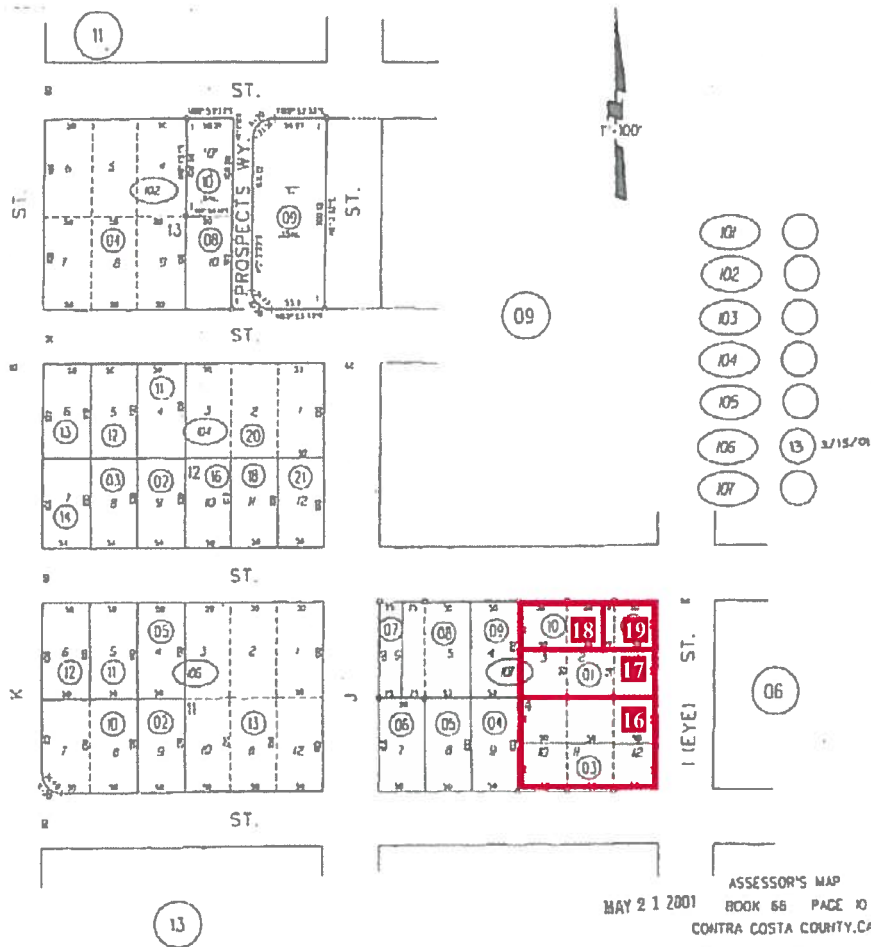
Property 12 - APN 066-082-005, Property 13 - APN 066-082-006,
& Property 14 - APN 066-082-007



Property 15 - APN 066-091-015



Property 16 - APN 066-107-001, Property 17 - APN 066-107-003,
 Property 18 - APN 066-107-010, & Property 19 - APN 066-107-011

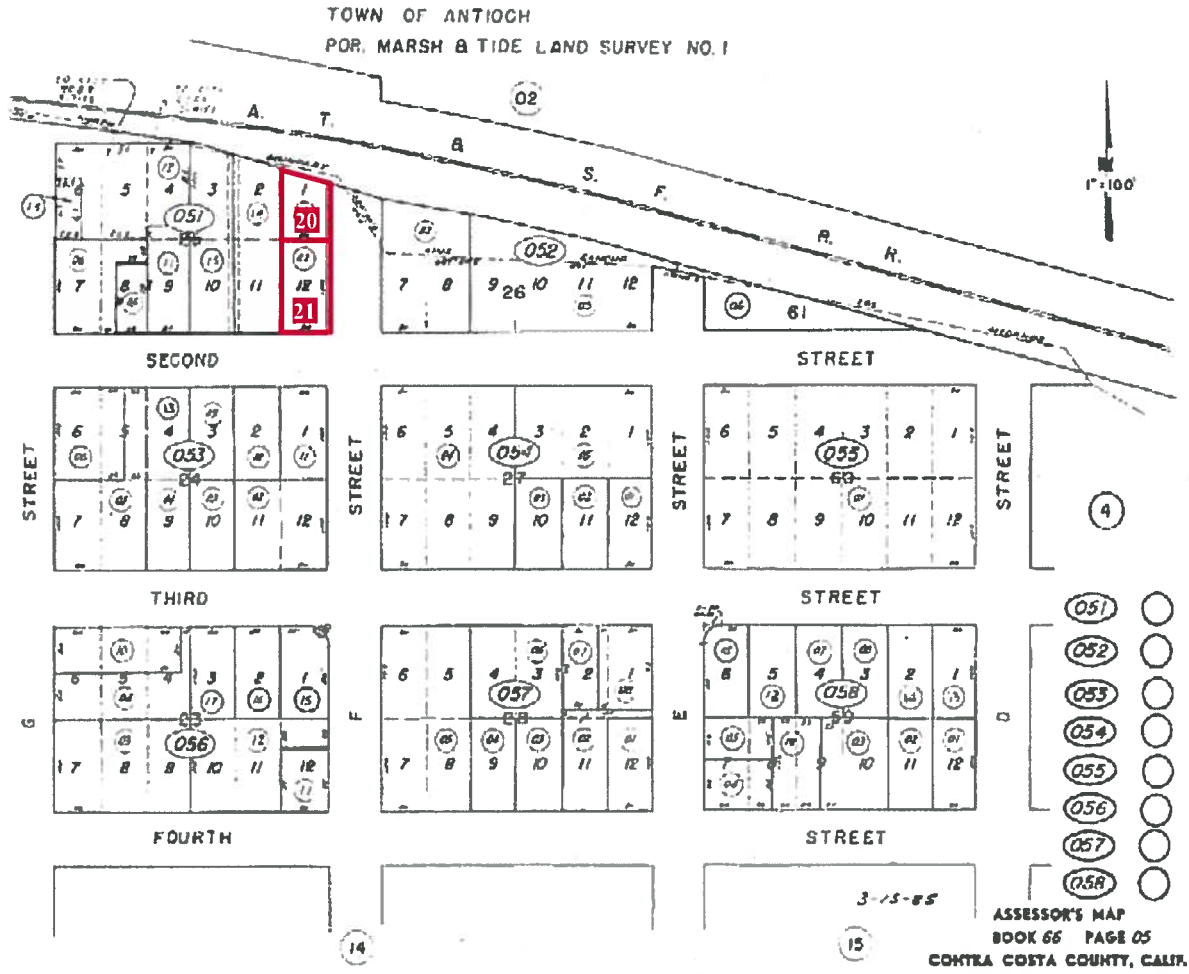


Attachment D

Parcel Maps and Select Photos

Properties 20-22

Property 20 - APN 066-051-001 & Property 21 - APN 066-051-002

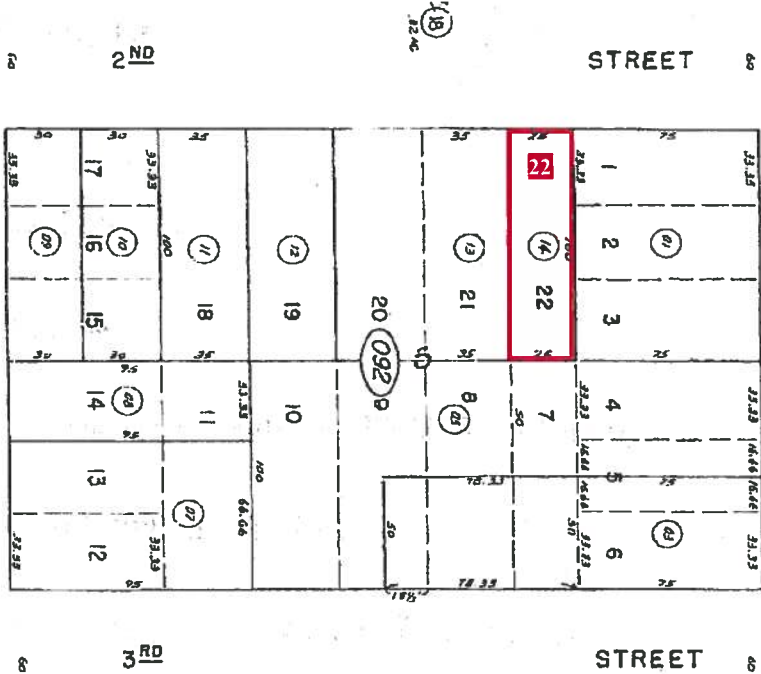


Property 22 -APN 066-092-014

ANTIOCH
5-8-87
M. 22 2-11-93

TAX CODE AREA

STREET



STREET

NOV 2 0 1995
ASSESSOR'S MAP
BOOK 66 PAGE 09
CONTRA COSTA COUNTY, CALIF.

(091)
(092)

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351	LOCATION	BY
352	INSTRUMENT	BY
353	DATE	BY
354	DATE	BY

1" = 50'



Attachment E

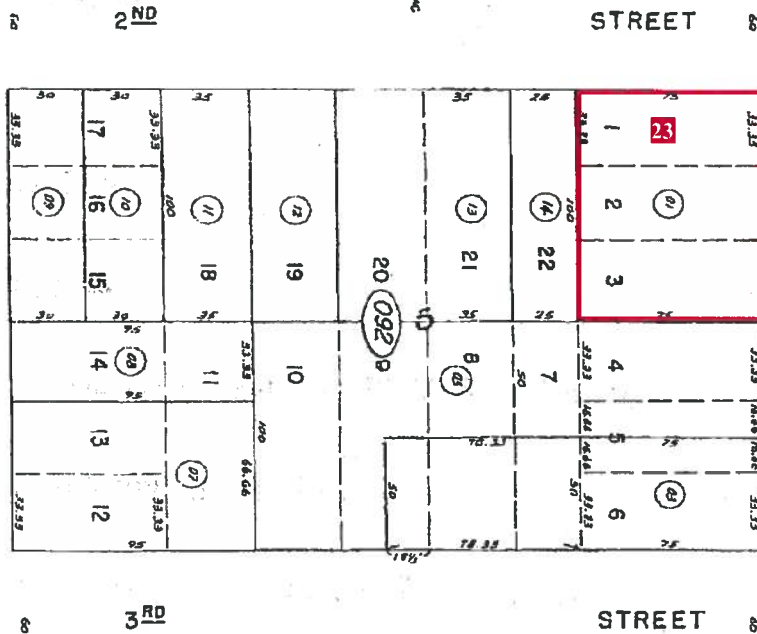
Parcel Maps and Select Photos

Properties 23-25

Property 23 - APN 066-092-001

ANTIOCH
5-8-87
M. 22 2-11-93

TAX CODE AREA



STREET 9

STREET

STREET

- (091)
- (092)
- ()
- ()

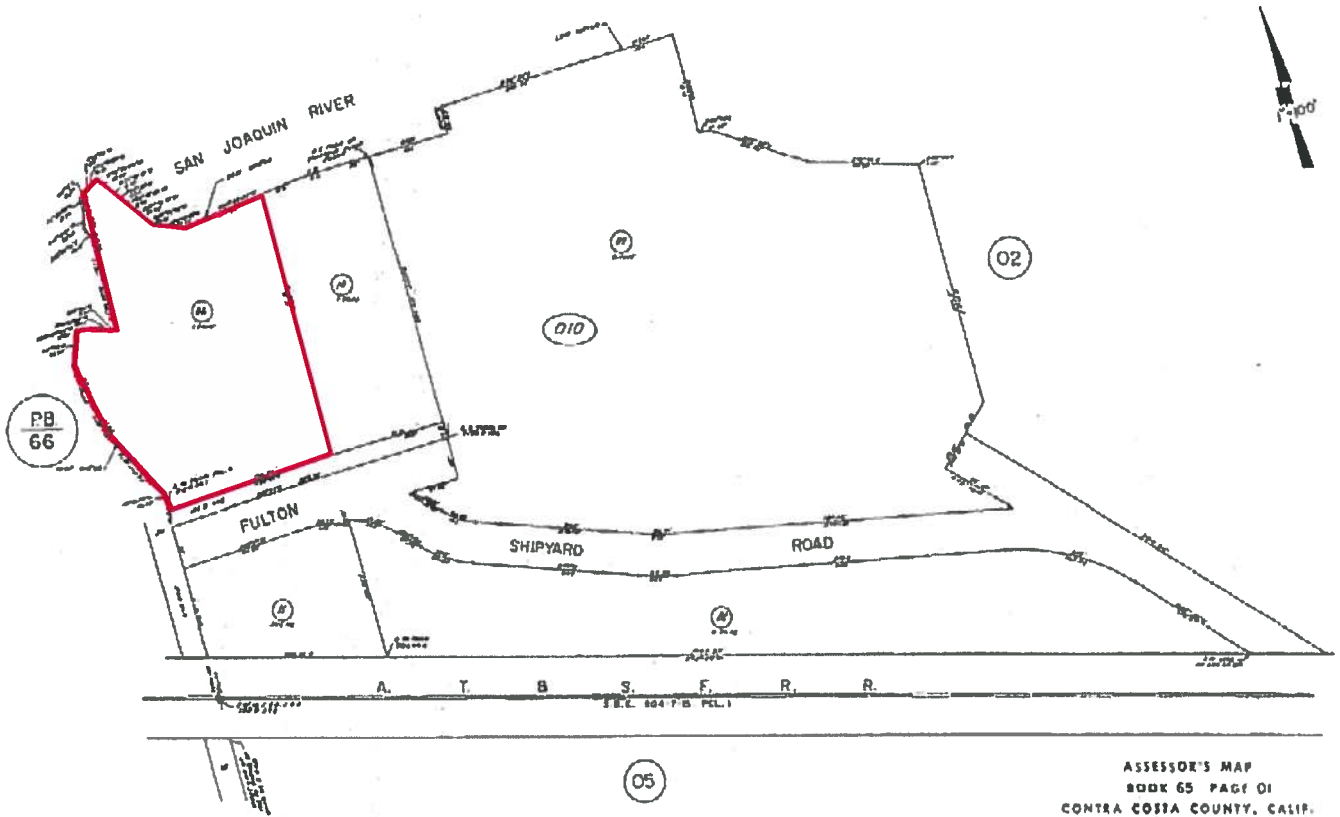
NOV 2 0 1985
ASSESSOR'S MAP
BOOK 66 PAGE 09
CONTRA COSTA COUNTY, CALIF.

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383	BY	DATE
384	BY	DATE
385	BY	DATE



Property 24 - APN 065-010-006

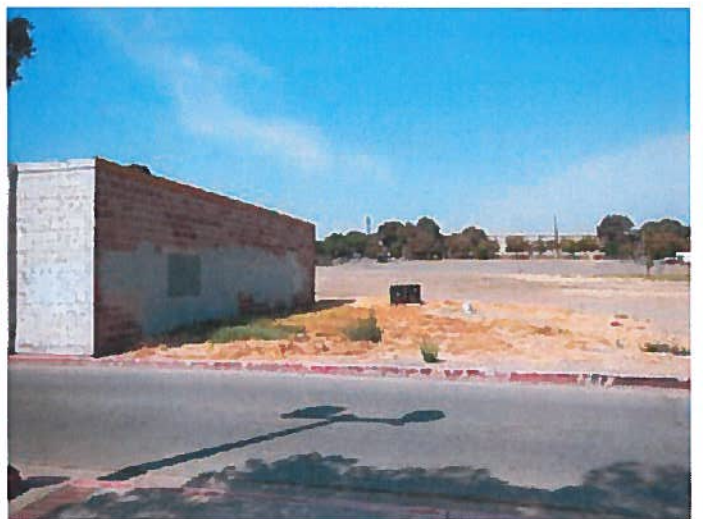
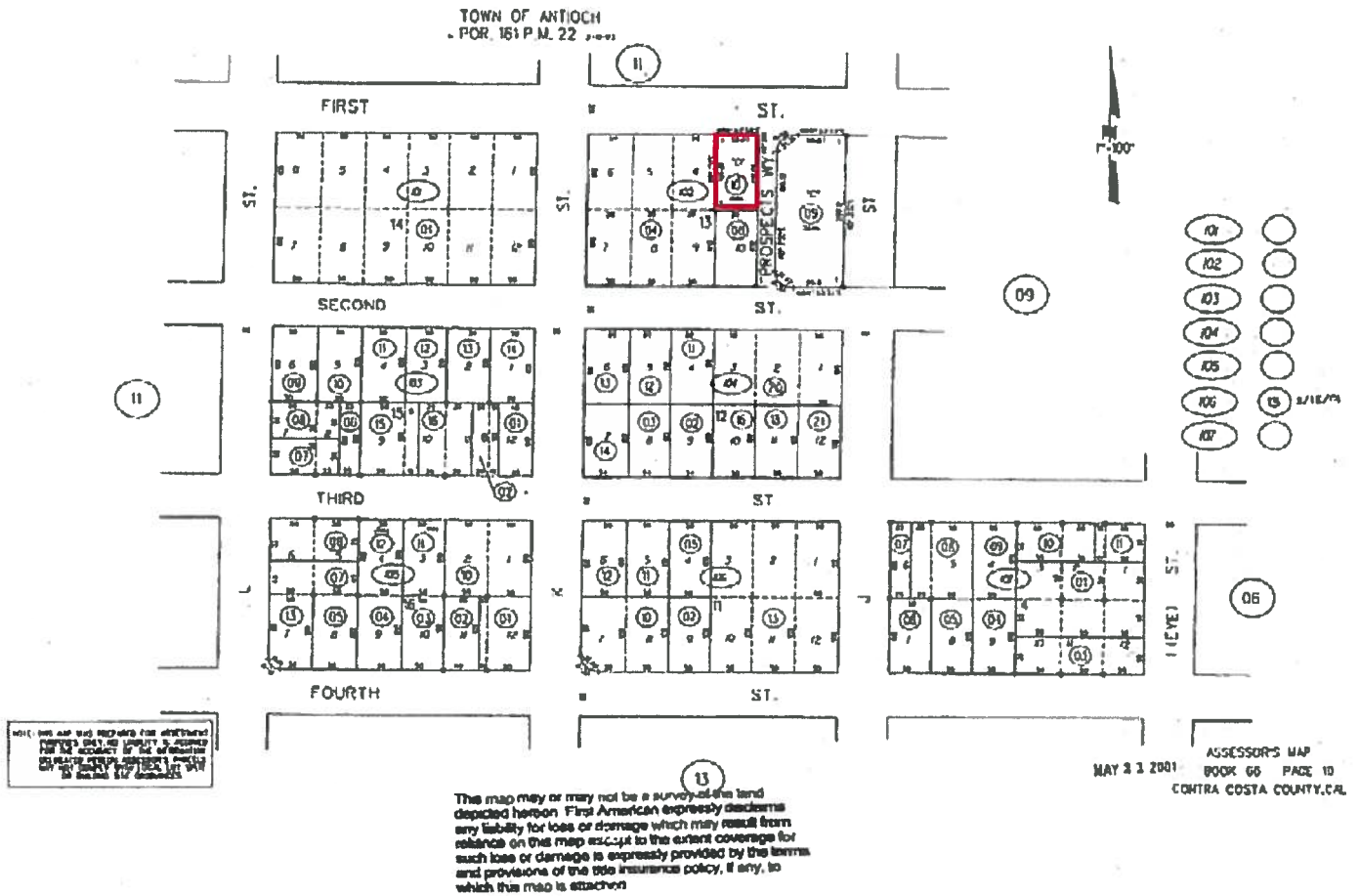
POR, SW1/4 SEC. 18 T.2N. R.2E. M.D.B.&M.



ASSESSOR'S MAP
BOOK 65 PAGE 01
CONTRA COSTA COUNTY, CALIF.



Property 25 - APN 066-102-010



Attachment F

Commercial Broker Information

Attachment F: Commercial Broker Information

Aaron Meadows, Coldwell Banker Commercial Amaral & Associates, 925-625-5004. 14810 Highway 4 # A, Discovery Bay, California 94514
ameadows@coldwellbanker.com

Bill Hillis, Senior Vice President, Colliers International, 925-279-5578.
1850 Mt. Diablo Boulevard, Suite 200, Walnut Creek, California 94596.
bhills@colliersparrish.com

Stephen Rusher, Associate, Cornish & Carey Commercial Newmark Knight Frank, 925-974-0115. 1333 North California Boulevard, Suite 343, Walnut Creek CA 94596. srusher@ccareynkf.com

Ben Weinstein, Citrine Advisors, 425 Fifteenth Street, Oakland, 94612.
bweinstein@citrineadvisors.com

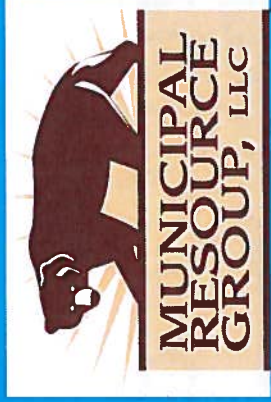
Long Range Property Management Plan

Presented to the Antioch Successor Agency

June 24, 2014



FRASER & ASSOCIATES



LAND USE ANALYSIS & STRATEGIES



Long Range Property Management

Plan (PMP)

- Required by Dissolution Act (AB 1484)
- Inventory of former RDA real property
- Identifies what to do with 25 former ADA properties



PMP Property Disposition Options

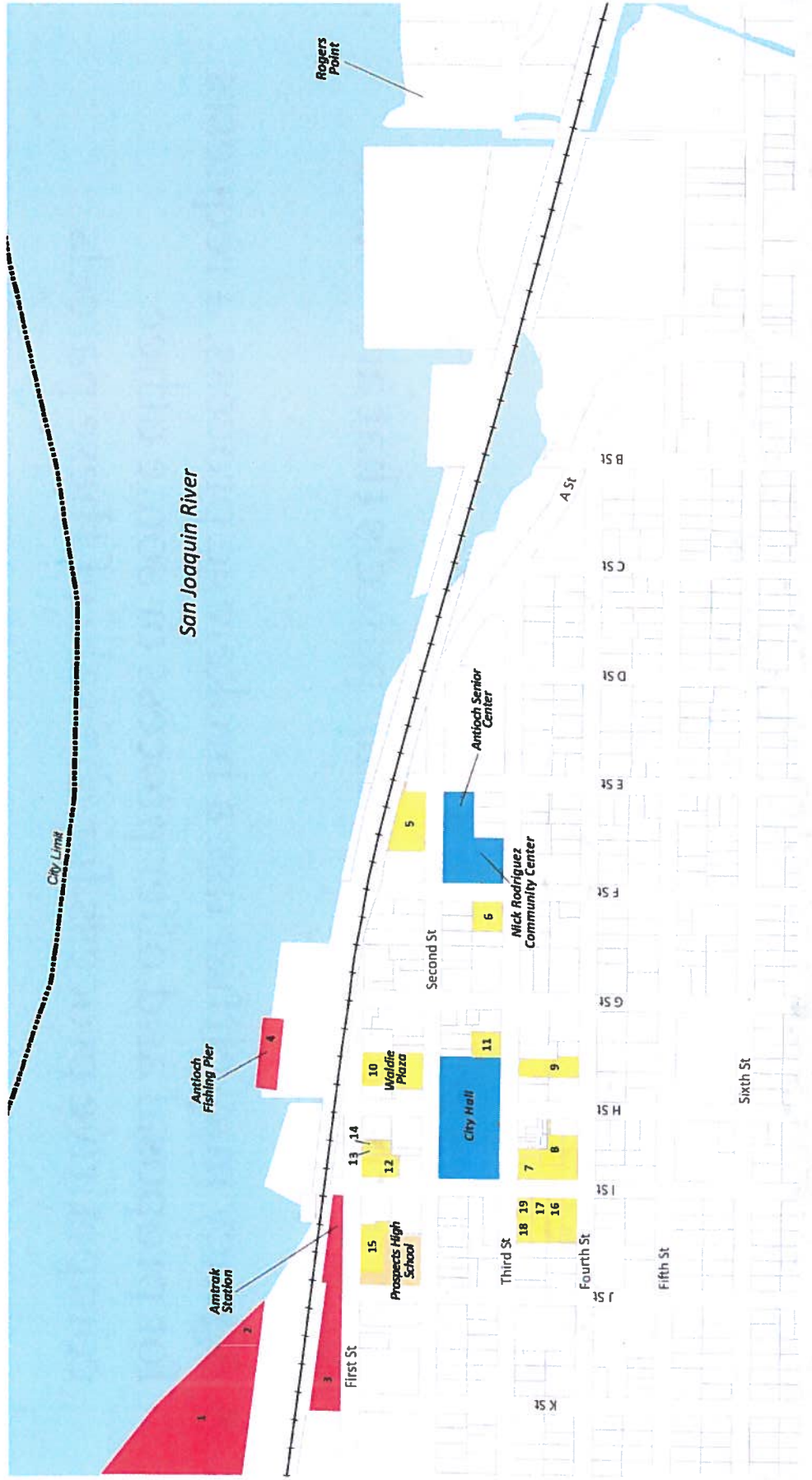
- Options under Dissolution Act
 - Retain for gov't use (19 properties)
 - Sell the property (3 properties)
 - Retain for future use / development (3 properties)
 - Use property to fulfill enforceable obligation



Option 1: Retain for Public Use

- Properties 1 through 4 include the municipal boat launch / Amtrak Train Station / public access pier and have all been approved by DOF
- Properties 5 through 19 include:
 - Parking lots for city hall, community center and parks and other uses
 - Lynn and Hard house
 - These properties were under dispute with DOF

Public Properties

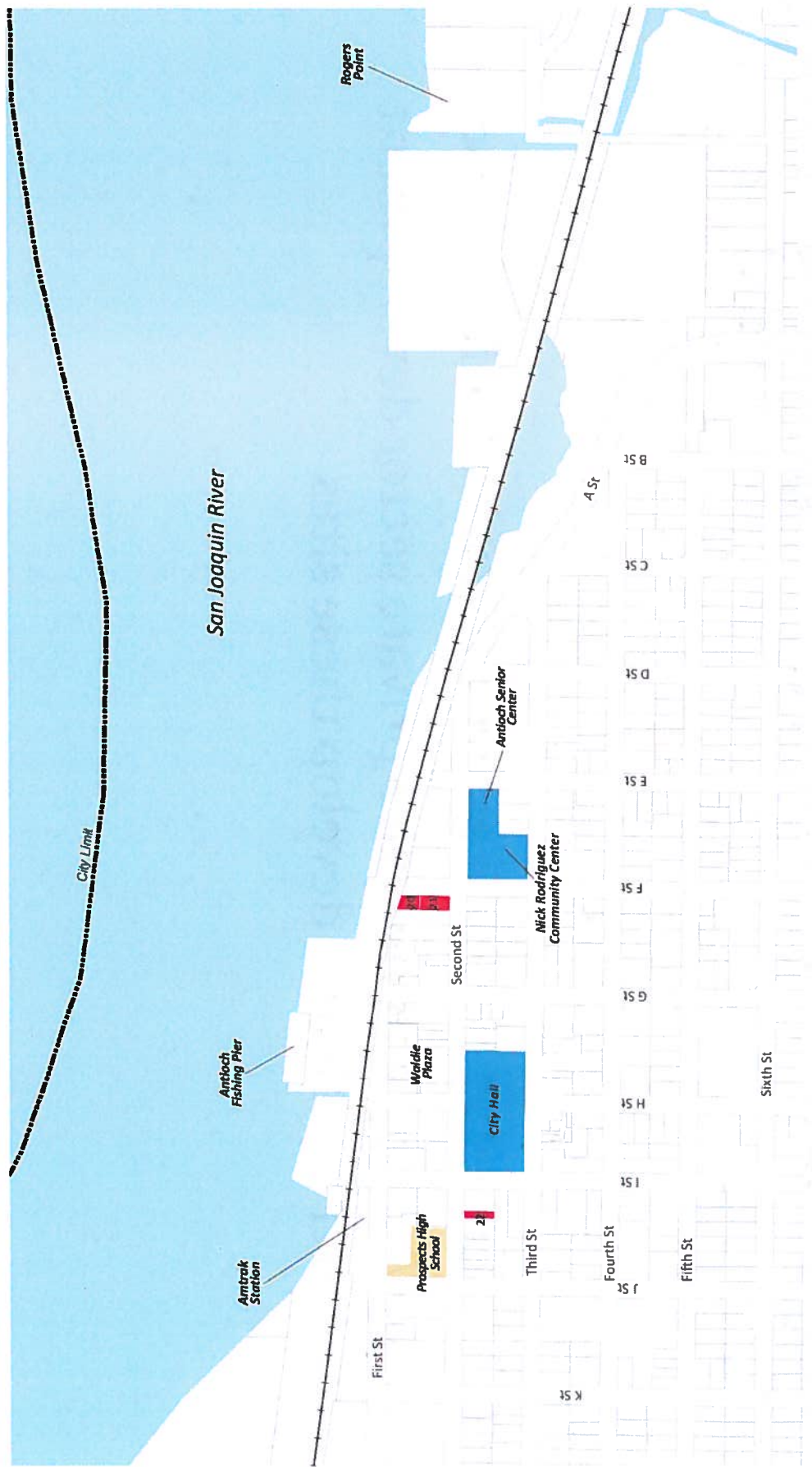




Option 2: Properties for Sale

- Properties 20 through 22 are proposed for sale
- Each of these sites are small parcels that are zoned RTC
- Agency may either use a brokerage process, a requests for proposal and offer process or some other competitive process for the sale of these parcels

Properties to be Sold

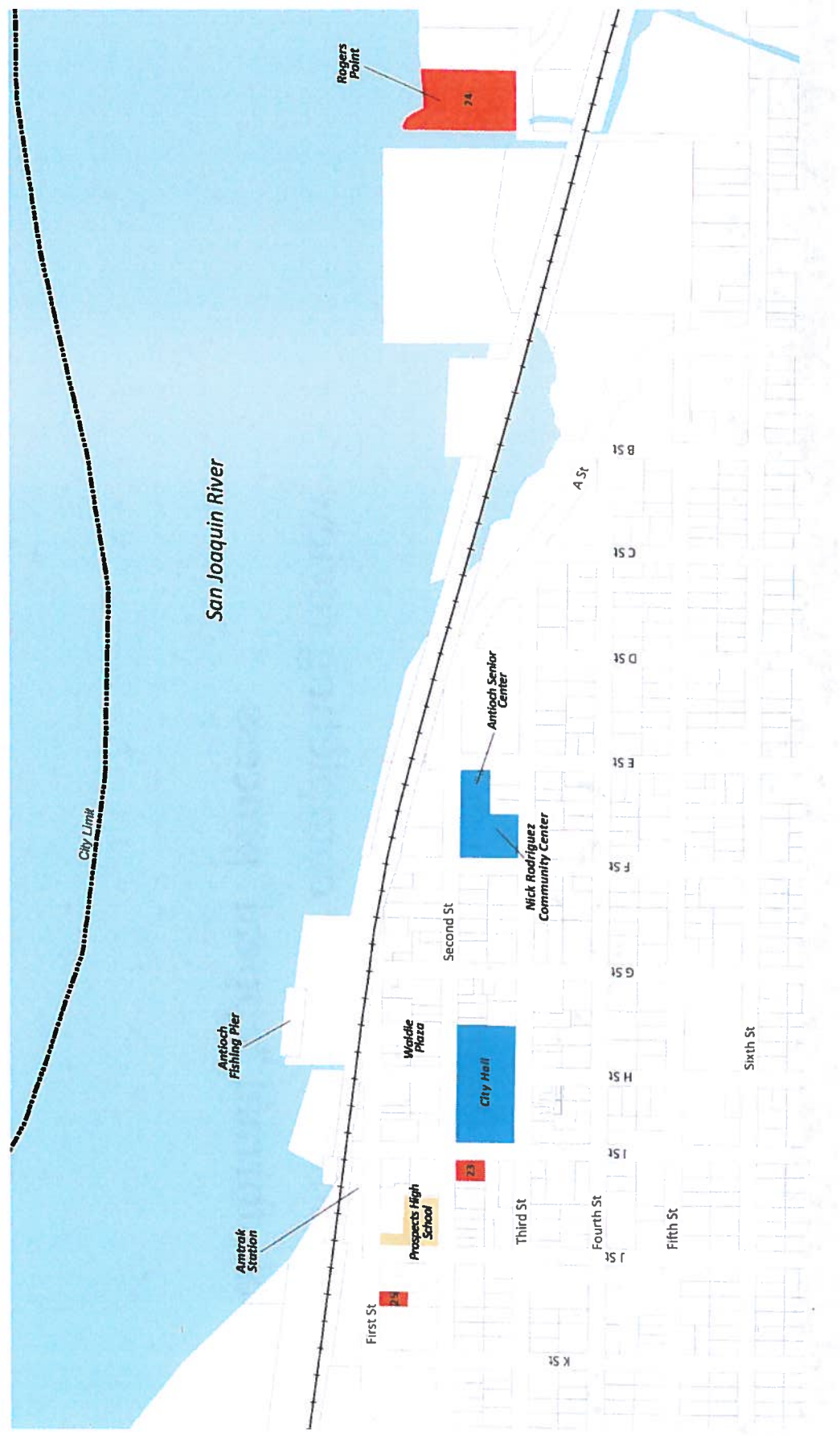




Option 3: Properties to be retained for future use

- Properties 23 through 25 are proposed for future use
- The Agency will pursue a private sector development partner to sell and develop these sites

Properties Retained for Future Use





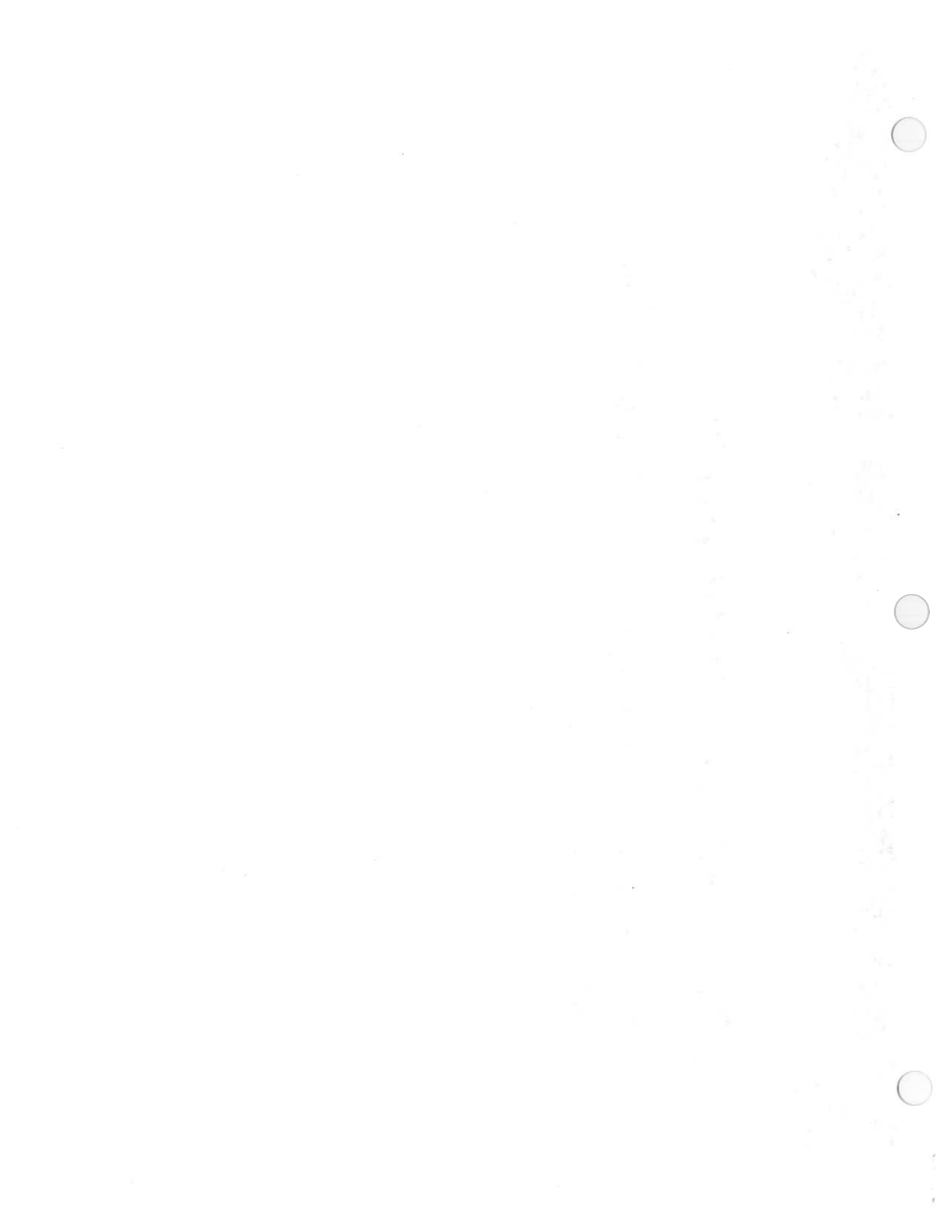
PMP Next Steps

- Oversight Board July 21, 2014
- Department of Finance
 - No time frame for completing review
 - No formal “appeal” process



PMP Recommendation

Adopt Resolution approving the Long Range Property Management Plan.





Proclamation

LINDA JOHNSON PHOTOGRAPHY

WHEREAS,

Linda Johnson has been a professional photographer for over 30 years, 27 of which she has maintained her business in downtown Antioch; and

WHEREAS,

Linda is recognized as one of the country's leading portrait artists; and

WHEREAS,

she has worked with health care organizations, particularly Sutter affiliates, to portray doctors and other medical professionals in working clinical environments enjoying their working relationships with their patients; and

WHEREAS,

Linda believes that portraits of children as art can be appreciated around the world, touching lives in a way that can help people see how much beauty there is in the often overlooked details of everyday life; and

WHEREAS,

she personalizes a portrait to make it become a work of art; and

WHEREAS,

Linda's portraits of Antioch's elected officials over the decades have graced the walls of City Hall.

NOW, THEREFORE, I, WADE HARPER,

Mayor of the City of Antioch, on behalf of all the elected officials and residents of Antioch, thank Linda Johnson for all her years of service to our community and wish her well on her pending retirement.

JUNE 24, 2014

WADE HARPER, Mayor



Proclamation

IN HONOR OF

PASTOR PAUL J. TAYLOR AND MRS. PATRICIA TAYLOR

WHEREAS,

Pastor Paul J. Taylor and Mrs. Patricia Taylor have provided 16 years of service as Founders of Antioch Christian Center with Pastor Paul J. Taylor serving as Senior Pastor, and

WHEREAS,

Pastor Paul J. Taylor and Mrs. Patricia Taylor have provided 37 years of service in Ministry, offering counseling and support to community members, in the practice of sound teachings, and through creating a firm foundation for dynamic worship and fellowship; and

WHEREAS,

Pastor Paul J. Taylor will celebrate his retirement as Senior Pastor of Antioch Christian Center on Sunday, June 29, 2014.

NOW, THEREFORE, I, MAYOR WADE HARPER

do hereby commend SENIOR PASTOR PAUL J. TAYLOR and MRS. PATRICIA TAYLOR for their 16 years of Service to Antioch Christian Center and for 37 Years of Service in Ministry, providing exemplary service on behalf of the East Contra Costa community, and extend best wishes for success in their future endeavors.

JUNE 24, 2014

WADE HARPER, Mayor

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

Regular Meeting
7:00 P.M.

**June 10, 2014
Council Chambers**

6:00 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Section is authorized by California Government Code Section 54957.6. City designated representatives: Michelle Fitzer, Denise Haskett, and Glenn Berkheimer; Employee organizations: Management Unit

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 Negotiator.

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

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

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Mayor Harper wished his wife a happy 25th wedding anniversary.

Julie Young, Antioch resident, announced the Antioch School Board meeting would be held at 7:00 P.M. on June 11, 2014 at the District Office.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- *Parks and Recreation Commission: One (1) vacancy; deadline date is June 12, 2014*
- *Economic Development Commission: One (1) vacancy; deadline date is June 12, 2014*
- *Planning Commission: One (1) vacancy; deadline date is June 12, 2014*

He reported applications would be available in Council Chambers, online at the City's website, and at the City Clerk's and Deputy City Clerks offices.

PUBLIC COMMENTS

Mary Lopez, Antioch resident, requested the City address unsafe traffic conditions created by construction at the corner of Buchanan Road and Contra Loma Blvd. She discussed the negative impact of illegal street vendors.

Brian Wadjowicz, Antioch resident, expressed concern with the unsafe traffic conditions on Gentrytown Road and requested the City consider installing traffic calming measures in the area.

COUNCIL SUBCOMMITTEE REPORTS - None

MAYOR'S COMMENTS

City Manager Duran announced the City had received a grant for a Specific Plan for the downtown priority development area.

PUBLIC COMMENTS - Continued

A speaker representing Thomas Trost discussed development plans for his property and requested a meeting with City advisors to address homeless issues in the area.

City Manager Duran provided the speaker with contact information.

1. **COUNCIL CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority**
- A. **APPROVAL OF COUNCIL MINUTES FOR MAY 27, 2014**
- B. **APPROVAL OF COUNCIL WARRANTS**
- C. **RESOLUTION NO. 2014/47 SALARY AND BENEFITS DECREASE FOR ELECTED OFFICIALS**
- D. **STRATEGIC MANAGEMENT PLAN**
- E. **RESOLUTION NO. 2014/48 APPROVING THE BENEFIT DOCUMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL EMPLOYEES BARGAINING UNIT**
- F. **RESOLUTION NO. 2014/49 ACCEPTING WORK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE CURB, GUTTER AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAP ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS, (P.W. 507-14)**

G. APPROVE AWARD OF BID FOR THE WATER TREATMENT CHEMICALS PURCHASE FOR FISCAL YEAR 2014/2015

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar.

PUBLIC HEARING

- 2. THE CITY OF ANTIOCH IS PROPOSING ZONING ORDINANCE AND GENERAL PLAN AMENDMENTS TO IMPLEMENT THE 2007 – 2014 HOUSING ELEMENT PROGRAM. THE CITY COUNCIL WILL CONSIDER A RECOMMENDATION TO REZONE SEVERAL PARCELS, NEW MULTI-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS, UPDATES TO PARKING AND DENSITY BONUS ORDINANCES, AND SEVERAL OTHER AMENDMENTS RELATED TO THE IMPLEMENTATION OF THE 2007-2014 HOUSING ELEMENT. IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, A NEGATIVE DECLARATION HAS BEEN ADOPTED FOR THIS PROJECT. THE PLANNING COMMISSION RECOMMENDED ADOPTION OF THE PROPOSED ORDINANCE ON APRIL 16, 2014, 5-0 VOTE.**

Director of Community Development Wehrmeister introduced the item and reviewed various formatting changes within the ordinance.

Vivian Kahn, FAICP, Dyett & Bhatia, presented staff report dated June 10, 2014 and the Antioch Housing Element Implementation Plan – General Plan and Zoning Amendments, recommending the City Council approve: A) Motion to adopt the resolution approving amendments to the City of Antioch General Plan. B) Motion to read the ordinances adopting amendments to the City of Antioch Zoning Ordinance and Zoning Map by title only; C) Motion to introduce the ordinance adopting amendments to the City of Antioch Zoning Ordinance to Implement the Housing Element; D) Motion to introduce the ordinance adopting amendments to the City of Antioch zoning map.

Mayor Harper opened and closed the Public Hearing with no speakers requesting to speak.

RESOLUTION NO. 2014/50

On motion by Councilmember Rocha, seconded by Committee Member Agopian, the Council unanimously A) Motioned to adopt the resolution approving amendments to the City of Antioch General Plan. B) Motioned to read the ordinances adopting amendments to the City of Antioch Zoning Ordinance and Zoning Map by title only and with formatting changes as presented by staff; C) Motioned to introduce the ordinance adopting amendments to the City of Antioch Zoning Ordinance to Implement the Housing Element; D) Motioned to introduce the ordinance adopting amendments to the City of Antioch zoning map.

3. RESOLUTION ORDERING IMPROVEMENTS AND LEVYING ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICTS 1 – HILLCREST; 2A – ANTIOCH/CITY WIDE; 4- DOWNTOWN; 5 – ALMONDRIDGE; 9 – LONE TREE WAY; AND 10 – EAST LONE TREE WAY FOR THE 2014/2015 FISCAL YEAR (PW 500)

Public Works Director/City Engineer Bernal presented the staff report dated May 21, 2014 recommending the City Council adopt the resolution.

Mayor Harper opened and closed the Public Hearing with no speakers requesting to speak.

RESOLUTION NO. 2014/51

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the Council unanimously adopted the resolution.

4. RESOLUTION ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2014-2019 (P.W. 150-14)

Public Works Director/City Engineer Bernal presented the staff report dated June 4, 2014 recommending the City Council adopt the resolution approving the City's Five-Year Capital Improvement Program 2014-2019.

Mayor Harper opened and closed the Public Hearing with no speakers requesting to speak.

RESOLUTION NO. 2014/52

On motion by Councilmember Rocha, seconded by Councilmember Wilson the Council unanimously adopted the resolution approving the City's Five-Year Capital Improvement Program 2014-2019.

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

5. RESOLUTION APPROVING AND ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR 2014-15 WITH PROPOSED REVISIONS TO THE FISCAL YEAR 2013-14 BUDGET

Finance Director Merchant presented the staff report dated May 29, 2014 recommending the City Council approve and adopt the resolution of the Operating Budget Fiscal Year 2014-15, Appropriating the Funds Necessary to Meet the Expenditures set Forth Therein, Revising the Fiscal Year 2013-14 Operating Budget and Determining not to Purchase Earthquake Insurance for City Hall and the Police Facilities building.

Michael Davis representing Public Employee Union Local 1, announced contract negotiations would be held in the near future and Public Works employees were present this evening to show their support for eliminating employee furloughs.

Councilmember Rocha thanked the employees for hard work and dedication to the City.

RESOLUTION NO. 2014/53

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno the Council approved and adopted the resolution of the Operating Budget Fiscal Year 2014-15, Appropriating the Funds Necessary to Meet the Expenditures set Forth Therein, Revising the Fiscal Year 2013-14 Operating Budget and Determining not to Purchase Earthquake Insurance for City Hall and the Police Facilities building. The motion carried the following vote:

Ayes: Harper, Rocha, Tiscareno, Wilson

Noes: Agopian

Mayor Harper thanked staff for their hard work and patience while the City continued to work toward eliminating furloughs.

6. **RESOLUTION OF THE CITY OF ANTIOCH PUBLIC FINANCE AUTHORITY ADOPTING THE 2014-15 AND REVISING THE 2013-14 BUDGETS**
7. **RESOLUTION OF THE CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2014-15 BUDGET AND REVISING THE 2013-14 BUDGET AS RELATED TO THE ACTIVITES OF THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR**

Finance Director Merchant presented the staff reports dated May 29, 2014 recommending the City Council adopt the resolutions

RESOLUTION NO. 2014/54
SA RESOLUTION NO. 2014/12

On motion by Councilmember Tiscareno, seconded by Councilmember Agopian, the Council unanimously adopted the resolutions.

8. **AUTHORITY TO ENFORCE PARKING REGULATIONS**

City Attorney Nerland presented the staff report dated May 27, 2014 recommending the City Council: 1) Motion to read the Ordinance by title only; and 2) Motion to introduce an Ordinance amending Section 4-5.1225 regarding enforcement of parking regulations.

On motion by Councilmember Agopian, seconded by Councilmember Wilson, the Council unanimously 1) Motioned to read the Ordinance by title only; and 2) Motioned to introduce an Ordinance amending Section 4-5.1225 regarding enforcement of parking regulations.

9. CANDIDATE FILING FEE

City Attorney Nerland presented the staff report dated June 4, 2014 recommending the City Council: 1) Motion to read the Ordinance by title only; and 2) Motion to introduce an Ordinance adding Section 2-1.302 to the Antioch Municipal Code regarding payment of a filing fee to process a candidate's nomination papers

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the Council unanimously 1) Motioned to read the Ordinance by title only; and 2) Motioned to introduce an Ordinance adding Section 2-1.302 to the Antioch Municipal Code regarding payment of a filing fee to process a candidate's nomination papers.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Duran reported on his participation in the Cardio Pulmonary Resuscitation (CPR) and First Aid Training Course and his attendance at a City Managers/Economic Development meeting with local jurisdictions.

COUNCIL COMMUNICATIONS

Councilmember Agopian expressed his appreciation to Jesus Christ for giving him strength and stated he was thankful to be working with a great group of people.

Councilmember Tiscareno stated Councilmember Agopian was a good friend and colleague and he was happy he was in attendance this evening. He reported on his attendance at commencement ceremonies, the groundbreaking for the Antioch High School sports field and a Jeans for Job tour, at Goodwill.

Committee Member Rocha reported on her attendance at the swearing in for Officer Smith and the groundbreaking for the Antioch High School sports field. She requested an update from staff regarding the status of the lateral police officer hiring policy.

Councilmember Wilson reported on her attendance at commencements ceremonies and the Jeans for Job tour at Goodwill. She stated she was grateful to know and work with Councilmember Agopian.

Mayor Harper reported on his attendance at graduations ceremonies, groundbreaking of the sports field at Antioch High School and the swearing in ceremony for Officer Smith.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 8:17 P.M. to the next regular Council meeting on June 24, 2014.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
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100 General Fund

Non Departmental

203418	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	59.00
203513	ATWOOD, RANDY	BUS LIC OVERPAYMENT REFUND	1.00
351253	ALLIED WASTE SERVICES	RESIDENTIAL GARBAGE	844.48
351264	BAY ALARM COMPANY	MONITORING FEE	507.93
351268	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	442.50
351399	CITY OF ANTIOCH	PETTY CASH	200.00
922140	ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICES	1,817.00

City Attorney

203459	RICHARDS WATSON AND GERSHON	MEETING EXPENSE	35.00
351268	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	236.00
351452	SHRED IT INC	SHRED SERVICES	50.96

City Manager

203460	DS WATERS OF AMERICA	SUPPLIES	22.89
203461	BAY AREA NEWS GROUP	SUBSCRIPTION	38.40
351262	BANK OF AMERICA	YOUTH INTERVENTION	473.45
351338	OFFICE MAX INC	OFFICE SUPPLIES	107.70
922118	KARSTE CONSULTING INC	CONSULTING SERVICES	360.00

City Clerk

203202	UNLIMITED GRAPHIC & SIGN NETWORK	NAME PLATE SIGN	21.80
351394	BAY AREA NEWS GROUP	LEGAL AD	1,173.02
351441	OFFICE MAX INC	OFFICE SUPPLIES	122.56

City Treasurer

351424	GARDA CL WEST INC	ARMORED CAR PICK UP	210.12
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Human Resources

203237	DS WATERS OF AMERICA	WATER	95.44
351338	OFFICE MAX INC	OFFICE SUPPLIES	167.87
351391	BANK OF AMERICA	REGISTRATION FEES	280.00
351430	IEDA INC	PROFESSIONAL SERVICES	3,217.74
351440	OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT TESTING	4,242.50
351445	PSYCHOLOGICAL RESOURCES INC	PREEMPLOYMENT EXAM	450.00
351452	SHRED IT INC	SHRED SERVICES	30.80

Economic Development

351264	BAY ALARM COMPANY	MONITORING FEE	169.32
351269	CAMDEN VILLAGE LLC	SLATEN RANCH REIMBURSEMENT	200,000.00
922107	BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00

Finance Administration

351261	BANK OF AMERICA	WEBINAR	25.00
351441	OFFICE MAX INC	OFFICE SUPPLIES	257.92

Finance Accounting

351261	BANK OF AMERICA	GFOA MEMBERSHIP	840.00
351270	CHAMPION AMERICA	FIXED ASSET TAGS	794.95
351452	SHRED IT INC	SHRED SERVICES	50.96

Finance Operations

351351	PROGRESSIVE SOLUTIONS INC	SOFTWARE MAINTENANCE	1,800.00
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Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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351372 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
351441 OFFICE MAX INC	OFFICE SUPPLIES	125.46
351461 TYLER TECHNOLOGIES	EQUIPMENT PURCHASE	285.00
351462 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	26.60
Non Departmental		
203513 ATWOOD, RANDY	BUS LIC OVERPAYMENT REFUND	76.25
351325 MCGILL, JOHN	LIABILITY CLAIM	80.00
351333 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	14,959.42
351411 DELTA DIABLO	GOLF COURSE WATER	7,066.05
351412 DELTA DIABLO	GOLF COURSE WATER	17,302.84
351454 STATE BOARD OF EQUALIZATION	MEASURE C IMPLEMENTATION	13,711.64
Public Works Street Maintenance		
351258 ANTIOCH BUILDING MATERIALS	ASPHALT	10,864.74
351266 BECHTHOLDT, MICHAEL J	SAFETY SHOES REIMBURSEMENT	160.00
351286 DELTA GRINDING CO INC	EQUIPMENT RENTAL	3,150.00
351322 M & L SERPA TRUCKING INC	TRUCK RENTAL	2,361.60
351338 OFFICE MAX INC	OFFICE SUPPLIES	121.20
351415 DELTA GRINDING CO INC	EQUIPMENT RENTAL	2,650.00
Public Works-Signal/Street Lights		
351254 AMERICAN GREENPOWER USA INC	SUPPLIES	1,618.54
351443 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	502.59
922116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	7,445.18
922134 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,548.56
Public Works-Striping/Signing		
351310 INTERSTATE SALES	SUPPLIES	427.22
351456 SUPERCO SPECIALTY PRODUCTS	SUPPLIES	399.83
Public Works-Facilities Maintenance		
351417 DREAM RIDE ELEVATOR	ELEVATOR SERVICES	320.00
922116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	211.14
922131 GRAINGER INC	SMALL TOOLS	421.96
922132 HAMMONS SUPPLY COMPANY	SUPPLIES	101.24
Public Works-Parks Maint		
351414 DELTA FENCE CO	FENCE REPAIR	1,108.00
351437 MIRACLE PLAY SYSTEMS INC	PLAYGROUND REPAIR PARTS	1,567.00
351443 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	137.68
351455 STEWARTS TREE SERVICE INC	TREE SERVICES	1,600.00
922116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	660.83
922136 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION PARTS	3,652.41
Public Works-Median/General Land		
351250 ACE HARDWARE, ANTIOCH	PVC FITTINGS	13.70
351298 FURBER SAW INC	REPAIR PARTS	206.65
351337 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
351344 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	9,276.00
351365 STEWARTS TREE SERVICE INC	TREE SERVICES	3,587.50
351443 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.94

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 Finance Accounting

CITY OF ANTIOCH
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Public Works-Work Alternative

351298 FURBER SAW INC	REPAIR PARTS	413.31
351451 SHERWIN WILLIAMS CO	SUPPLIES	345.34

Police Administration

351252 ALAMEDA COUNTY SHERIFFS OFFICE	RANGE FEES	300.00
351259 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	47.50
351272 CITY OF OAKLAND	TRAINING-GIRARD	15.00
351273 CITY OF OAKLAND	TRAINING-MEADS	15.00
351276 COMMERCIAL SUPPORT SERVICES	CAR WASHES	441.00
351277 CONCORD UNIFORMS LLC	UNIFORMS	4,138.97
351282 CONTRA COSTA COUNTY	ANNUAL FEE	11,006.45
351292 ED JONES CO INC	BADGES	1,895.63
351311 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	1,362.00
351318 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	95.00
351319 LC ACTION POLICE SUPPLY	SUPPLIES	4,953.38
351349 PITNEY BOWES INC	SUPPLIES	142.01
351350 PRO FORCE LAW ENFORCEMENT	SUPPLIES	4,960.37
351357 SHRED IT INC	SHRED SERVICES	349.59
351361 STATE OF CALIFORNIA	FINGERPRINTING	329.00
351386 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	132.50
351392 BANK OF AMERICA	FUEL EXPENSE	332.82
351393 BANK OF AMERICA	MEETING EXPENSE	113.27
351398 CARDIAC SCIENCE CORP	SUPPLIES	2,007.74
351403 CONCORD UNIFORMS LLC	UNIFORMS	1,333.67
351404 CONTRA COSTA COUNTY	TRAINING FEES	368.00
351408 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	225.00
351441 OFFICE MAX INC	OFFICE SUPPLIES	784.60
351450 SAN DIEGO POLICE EQUIPMENT CO	SUPPLIES	13,972.72
351452 SHRED IT INC	SHRED SERVICES	259.45
922115 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	923.00
922117 IMAGE SALES INC	BADGES	47.90
922133 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	350.68

Police Community Policing

203402 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	50.50
203403 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	99.15
351329 MOORE K9 SERVICES	K9 TRAINING	250.00
351380 AVITABILE, MARIO V	PENSION PAYMENT	4,159.00
351392 BANK OF AMERICA	SUPPLIES	170.60
351408 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	95.00

Police Investigations

203402 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
351278 CONTRA COSTA COUNTY	EXTRADITION SERVICE	350.00
351280 CONTRA COSTA COUNTY	LAB TESTING	20,485.00
351330 MOREFIELD, ANTHONY W	EXPENSE REIMBURSEMENT	30.00
351392 BANK OF AMERICA	EVIDENCE PURGE	120.12

Prepared by: Georgina Meek
 Finance Accounting

6/19/2014

CITY OF ANTIOCH
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Police Special Operations Unit

351299 GALLS INC	POLICE SAFETY EQUIPMENT	249.53
351458 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,546.94

Police Communications

351388 AT AND T MCI	PHONE	2,634.28
351389 AT AND T MCI	PHONE	372.05

Police Community Volunteers

922119 LONE TREE GOLF COURSE	VIPS LUNCHEON	10.44
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Police Facilities Maintenance

351255 AMERICAN PLUMBING INC	PLUMBING SERVICES	317.00
351460 TYLER SHAW DOORS	DOOR REPAIR	345.85
922109 CLUB CARE INC	EQUIPMENT REPAIR	225.00

Community Development Administration

351390 BANK OF AMERICA	MEETING EXPENSE	20.00
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Community Development Land Planning Services

351265 BAY AREA NEWS GROUP	LEGAL AD	694.95
351312 JOBS AVAILABLE INC	RECRUITMENT ADVERTISING	273.00
351353 RANEY PLANNING & MANAGEMENT	PROFESSIONAL SERVICES	4,418.09
351418 DYETT AND BHATIA	CONSULTING SERVICES	3,586.48

CD Code Enforcement

203417 CONTRA COSTA COUNTY	LIEN RELEASE FEES	90.00
351253 ALLIED WASTE SERVICES	RESIDENTIAL GARBAGE	3,389.84
351371 TURNAGE II, KEN	ABATEMENT SERVICES	494.83
351390 BANK OF AMERICA	SUPPLIES	83.14
351463 VERIZON WIRELESS	NETWORK SERVICES	114.03

Community Development Building Inspection

351338 OFFICE MAX INC	OFFICE SUPPLIES	355.49
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Capital Imp. Administration

203443 DS WATERS OF AMERICA	WATER	8.50
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212 CDBG Fund

CDBG

351338 OFFICE MAX INC	OFFICE SUPPLIES	35.18
922114 HOUSE, TERI	CONSULTING SERVICES	6,483.75

CDBG NSP

922114 HOUSE, TERI	CONSULTING SERVICES	715.00
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213 Gas Tax Fund

Streets

351395 BNSF RAILWAY COMPANY INC	ENGINEERING SERVICES	51,272.26
351436 MARK THOMAS AND CO INC	PROFESSIONAL SERVICES	7,783.00
351443 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	79.33
922138 PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	52,330.47

214 Animal Control Fund

Animal Control

351249 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	11,211.40
351291 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	468.95
351315 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	3,700.00

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 Finance Accounting

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351334 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,635.04
Maddie's Fund Grant		
351249 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	936.56
216 Park-In-Lieu Fund		
Parks & Open Space		
351275 COMMERCIAL POOL SYSTEMS INC	SUPPLIES	2,170.06
351320 LINCOLN EQUIPMENT INC	HAND RAILS	854.00
351390 BANK OF AMERICA	REPAIR PARTS	1,026.93
219 Recreation Fund		
Non Departmental		
203431 BONIFACIO, CHRISTINE	DEPOSIT REFUND	100.00
351271 CHRIST EMBASSY CHURCH	DEPOSIT REFUND	500.00
351296 FITZPATRICK, KATHLEEN	DEPOSIT REFUND	500.00
351306 HUB INTERNATIONAL CA INSURANCE	INSURANCE PREMIUM	755.88
351335 NORTH STATE RESOURCES	DEPOSIT REFUND	500.00
351453 SOBALVARRO, BARBARA	DEPOSIT REFUND	500.00
Senior Programs		
351281 CONTRA COSTA COUNTY	FY14/15 WORTH SHAW PERMIT	640.00
351407 COSTCO	SUPPLIES	143.09
922116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	135.07
Recreation Classes/Prog		
203430 TARGET STORES	SUPPLIES	65.69
351407 COSTCO	SUPPLIES	85.86
351427 HERVEY, LEEAN	CLASS REFUND	144.00
Recreation Camps		
351390 BANK OF AMERICA	POST CARDS	701.77
Recreation Sports Programs		
351314 KIDZ LOVE SOCCER INC	SOCCER CAMP	7,142.40
351402 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,496.00
351423 1ST SVC STRAIGHTLINE ENTERPRISES	INSTALL SERVICE	830.00
922116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	597.50
Recreation Concessions		
351407 COSTCO	SUPPLIES	439.83
Recreation-New Comm Cntr		
351324 MARLIES CLEANING SERVICE	CLEANING SERVICE	270.00
351336 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	230.00
351382 ACTIVE NETWORK INC, THE	MEMBERSHIP CARD PRINTER	1,514.55
351388 AT AND T MCI	PHONE	63.29
351401 COLE SUPPLY CO INC	SUPPLIES	2,414.40
351414 DELTA FENCE CO	FENCE REPAIR	631.89
351435 LSA ASSOCIATES INC	MONITORING SERVICES	822.44
221 Asset Forfeiture Fund		
Asset Forfeiture		
351421 EZ AXESS INC	ONE TIME INTEGRATION FEE	10,000.00

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226 Solid Waste Reduction Fund

Non Departmental

351446 RISING SUN ENERGY CENTER CYES SERVICES 5,000.00

Solid Waste

351390 BANK OF AMERICA SUPPLIES 131.45

229 Pollution Elimination Fund

Channel Maintenance Operation

351257 ANKA BEHAVIORAL HEALTH INC LANDSCAPE SERVICES 5,370.50

351281 CONTRA COSTA COUNTY INSPECTION SERVICE 348.00

351383 ANKA BEHAVIORAL HEALTH INC LANDSCAPE SERVICES 2,622.00

351420 ECORP CONSULTING INC PROFESSIONAL SERVICES 4,906.25

Storm Drain Administration

351333 MUNICIPAL POOLING AUTHORITY UNMET LIABILITY DEDUCTIBLE 10,608.31

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 192.00

351343 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 1,980.00

351344 PACIFIC COAST LANDSCAPE MGMT LANDSCAPE SERVICES 2,420.00

351414 DELTA FENCE CO FENCE REPAIR 882.00

Lonetree Maintenance Zone 2

351343 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 2,880.00

Lonetree Maintenance Zone 3

351343 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 2,520.00

Lonetree Maintenance Zone 4

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 873.00

252 Downtown SLLMD Fund

Downtown Maintenance

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 384.00

351381 ACE HARDWARE, ANTIOCH SUPPLIES 2.74

253 Almondridge SLLMD Fund

Almondridge Maintenance

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 1,223.00

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 460.80

351442 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 2,280.00

Hillcrest Maintenance Zone 2

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 960.00

351365 STEWARTS TREE SERVICE INC TREE SERVICES 612.50

Hillcrest Maintenance Zone 4

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 307.20

351344 PACIFIC COAST LANDSCAPE MGMT LANDSCAPE SERVICES 5,990.00

922116 ICR ELECTRICAL CONTRACTORS ELECTRICAL SERVICES 159.09

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

351337 ODYSSEY LANDSCAPE CO INC LANDSCAPE SERVICES 460.80

Prepared by: Georgina Meek
 Finance Accounting

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351389 AT AND T MCI	PHONE	18.04
351443 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	37.28
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 6		
351337 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
Citywide 2A Maintenance Zone 9		
351337 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
Citywide 2A Maintenance Zone10		
351337 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	793.00
257 SLLMD Administration Fund		
SLLMD Administration		
351381 ACE HARDWARE, ANTIOCH	SUPPLIES	29.42
259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
351337 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,248.00
351443 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	105.29
311 Capital Improvement Fund		
Measure WW		
922118 KARSTE CONSULTING INC	CONSULTING SERVICES	960.00
312 Prewett Family Park Fund		
Non Departmental		
351414 DELTA FENCE CO	FENCE REPAIR	978.11
376 Lone Diamond Fund		
Assessment District		
351420 ECORP CONSULTING INC	PROFESSIONAL SERVICES	6,301.36
922125 PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	6,426.49
415 APFA 02 Lease Revenue Ref Fund		
Non Departmental		
351466 WILLDAN FINANCIAL SERVICES	NOC DISSEMINATION	250.00
416 Honeywell Capital Lease Fund		
Non Departmental		
351260 BANK OF AMERICA	LOAN PAYMENT	43,050.08
569 Vehicle Replacement Fund		
Equipment Maintenance		
351379 WINNER CHEVROLET	2014 CHEVROLET TAHOE	30,853.55
570 Equipment Maintenance Fund		
Non Departmental		
351307 HUNT AND SONS INC	FUEL	26,047.79
351429 HUNT AND SONS INC	FUEL	5,808.78
Equipment Maintenance		
203444 BPXPRESS	PLAN PRINTING/DISTRIBUTION	71.36
351263 BANK OF AMERICA	WINDOW/DOOR	637.12
351283 CONTROLLED ENVIRONMENTAL SVCS	DIESEL PUMP REPAIR	932.30
351290 EAST BAY TIRE CO	REPAIR SERVICES	672.37
351294 FASTENAL CO	SUPPLIES	26.70
351304 HARLEY DAVIDSON	BATTERY	166.93

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351323 MAACO	VEHICLE PAINT	400.00
351331 MSI FUEL MANAGEMENT INC	FUEL SYSTEM REPAIR	172.90
351347 PETERSON	OIL	63.05
351356 ROBERTSON ENGINEERING NC	PROFESSIONAL SERVICES	1,558.73
351369 TRED SHED, THE	TIRES	3,172.55
351377 WALNUT CREEK FORD	SUPPLIES	47.77
351384 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	620.48
351406 CONTROLLED ENVIRONMENTAL SVCS	DIAGNOSTIC SERVICES	443.00
351457 SUPERIOR AUTO PARTS	MOTOR MOUNT	3.43
351459 TRED SHED, THE	TIRES	222.36
351464 WALNUT CREEK FORD	SEAT COVERS	1,002.20
573 Information Services Fund		
Non Departmental		
351261 BANK OF AMERICA	EE COMPUTER PURCHASE	3,391.72
Information Services		
351327 MISAC NORTHERN CA REGION	2014/2015 MEMBERSHIP FEE	160.00
351375 VERIZON WIRELESS	AIR CARD	73.12
Network Support & PCs		
351274 COMCAST	ISP SERVICES	157.51
351287 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,005.00
Telephone System		
203080 AMERICAN MESSAGING	PAGER	39.44
351387 AT AND T MCI	PHONE	15.97
351388 AT AND T MCI	PHONE	204.20
351389 AT AND T MCI	PHONE	2,293.59
GIS Support Services		
351263 BANK OF AMERICA	COMPUTER EQUIPMENT	347.06
Office Equipment Replacement		
351359 SOFTCHOICE CORPORATION	LICENSING AGREEMENT	9,528.00
351428 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	13,611.20
922110 COMPUTERLAND	COMPUTER EQUIPMENT	6,182.00
578 Post Retirement Medical-Misc Fund		
Non Departmental		
351376 RETIREE	MEDICAL AFTER RETIREMENT	117.38
580 Loss Control Fund		
Human Resources		
351439 MUNICIPAL POOLING AUTHORITY	TRAINING	1,162.00
351440 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT TESTING	693.50
611 Water Fund		
Non Departmental		
351294 FASTENAL CO	SUPPLIES	1,594.63
351338 OFFICE MAX INC	OFFICE SUPPLIES	1,682.53
351397 CALINC TRAINING LLC	TRAINING-CORDAWAY	675.00
351409 CRWA	TRAINING-WARREN	250.00
351410 CWEA SFBS	CERTIFICATE RENEWAL-DEOLIVIERA	225.00
351422 FASTENAL CO	SUPPLIES	1,089.46

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 Finance Accounting

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351441	OFFICE MAX INC	OFFICE SUPPLIES	3,330.33
351448	ROBERTS AND BRUNE CO	SUPPLIES	16.69
351465	WESCO RECEIVABLES CORP	SUPPLIES	109.87
Water Supervision			
351328	MITCHS CERTIFIED CLASSES	TRAINING-SCHATZ/OLSON	400.00
351340	ONLINE RESOURCES	PAYMENT CORRECTION	80.36
351341	ONLINE RESOURCES	PAYMENT CORRECTION	59.28
351391	BANK OF AMERICA	MAILING CHARGES	367.80
Water Production			
351250	ACE HARDWARE, ANTIOCH	SUPPLIES	36.20
351256	ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICES	125.00
351263	BANK OF AMERICA	COMPUTER EQUIPMENT	266.90
351293	ENVIRONMENTAL RESOURCE ASSOC	PROFICIENCY STUDY	694.17
351294	FASTENAL CO	SUPPLIES	397.16
351295	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	413.31
351297	FLOW SCIENCE INCORPORATED	PROFESSIONAL SERVICES	4,835.20
351302	HACH CO	SUPPLIES	904.65
351317	LAN CON VOICE & DATA CABLING	SECURITY CAMERA UPDATES	4,834.77
351344	PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	1,714.00
351358	SHUTE MIHALY AND WEINBERGER LLP	LEGAL SERVICES	850.50
351360	SPAULDING, ANN B	CONSULTING SERVICES	3,165.99
351381	ACE HARDWARE, ANTIOCH	SUPPLIES	55.78
351385	APPLIED TECHNOLOGY GROUP INC	FLANGE ARRESTOR	306.48
351388	AT AND T MCI	PHONE	126.60
351389	AT AND T MCI	PHONE	66.66
351391	BANK OF AMERICA	MAILING CHARGES	367.80
351400	CMC INCORPORATED	NOZZLES	4,257.39
351405	CONTRA COSTA WATER DISTRICT	RAW WATER	1,128,361.18
351425	HAGGARD, WILLIAM T	CERTIFICATE FEE REIMBURSEMENT	75.00
351429	HUNT AND SONS INC	FUEL	6,555.94
351432	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	31,356.97
351443	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	243.46
351444	POLYDYNE INC	POLYMER	10,120.00
351447	ROBERTS AND BRUNE CO	SUPPLIES	387.02
922108	CHEMTRADE CHEMICALS US LLC	ALUM	8,789.45
922112	EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	400.00
922122	NTU TECHNOLOGIES INC	POLYMER	2,700.00
922124	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	17,590.00
922127	AIRGAS SPECIALTY PRODUCTS	AMMONIA	3,240.00
922128	CHEMTRADE CHEMICALS US LLC	ALUM	21,002.15
922129	CONSOLIDATED ELECTRICAL DIST INC	LIGHTS	437.41
922130	EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	415.00
922131	GRAINGER INC	SUPPLIES	53.58
922135	IDEXX LABORATORIES INC	SUPPLIES	5,347.17
922137	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	29,332.63
922139	SIERRA CHEMICAL CO	CHLORINE	8,063.79

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Water Distribution

351250 ACE HARDWARE, ANTIOCH	SUPPLIES	13.72
351261 BANK OF AMERICA	HEADSET	55.06
351267 BROOKS, BRANDY L	CERTIFICATE FEE REIMBURSEMENT	180.00
351284 CWEA SFBS	CERTIFICATION RENEWALS	569.00
351285 DELTA DIABLO	RECYCLED WATER	7,509.94
351289 DODSON, DARRYL	CERTIFICATE FEE REIMBURSEMENT	80.00
351294 FASTENAL CO	SUPPLIES	39.33
351308 INFOSEND INC	PRINT/MAIL SERVICES	2,048.97
351321 LUJAN, ERIC J	CERTIFICATE FEE REIMBURSEMENT	70.00
351339 OLSON, JAMIE M	CERTIFICATE FEE REIMBURSEMENT	82.00
351354 RED WING SHOE STORE	SAFETY SHOES-PADILLA	409.59
351378 WESCO RECEIVABLES CORP	SUPPLIES	65.51
351419 EAST BAY WELDING SUPPLY	SUPPLIES	26.88
351431 INFOSEND INC	PRINT/MAIL SERVICES	1,454.69
351434 LONE TREE TRUCKING INC	SAND	1,283.00
351438 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE	194.02
351446 RISING SUN ENERGY CENTER	CYES SERVICES	5,000.00
351447 ROBERTS AND BRUNE CO	PIPE & FITTINGS	598.20
351448 ROBERTS AND BRUNE CO	PIPE & FITTINGS	535.40
351449 ROYAL BRASS INC	SUPPLIES	194.52
922118 KARSTE CONSULTING INC	CONSULTING SERVICES	360.00

Water Meter Reading

351261 BANK OF AMERICA	HEADSET	55.06
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Public Buildings & Facilities

351332 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,600.00
351396 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	5,139.22
922121 NICHOLS CONSULTING ENGINEERS	CONSULTING SERVICES	411.26

Warehouse & Central Stores

351372 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
351462 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	26.60

621 Sewer Fund

Sewer-Wastewater Supervision

351284 CWEA SFBS	RENEWAL-CHALK	87.00
351303 HAMPTON INN	HOTEL ROOM FOR DISPLACED	4,088.80
351426 HAMPTON INN	HOTEL ROOM FOR DISPLACED	1,529.60

Sewer-Wastewater Collection

351250 ACE HARDWARE, ANTIOCH	SUPPLIES	4.89
351261 BANK OF AMERICA	HEADSET	110.10
351263 BANK OF AMERICA	SUPPLIES	275.96
351288 DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	4,700.00
351308 INFOSEND INC	PRINT/MAIL SERVICES	2,048.96
351332 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,600.00
351354 RED WING SHOE STORE	SAFETY SHOES-COOK	214.53
351355 ROBERTS AND BRUNE CO	SUPPLIES	4,014.34
351431 INFOSEND INC	PRINT/MAIL SERVICES	1,454.70

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351434	LONE TREE TRUCKING INC	SAND	1,283.00
351438	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	129.17
922113	GRAINGER INC	SUPPLIES	2,807.02
922131	GRAINGER INC	SUPPLIES	86.58
Wastewater Collection			
922121	NICHOLS CONSULTING ENGINEERS	CONSULTING SERVICES	411.24
631 Marina Fund			
Non Departmental			
351301	GUTIERREZ, DANIEL	BERTH DEPOSIT REFUND	232.00
351305	HAYWARD, BRUCE	BERTH DEPOSIT REFUND	259.25
351313	KENT SR, JERRY	BERTH DEPOSIT REFUND	40.00
351367	TOMPKINS, MICHAEL	BERTH DEPOSIT REFUND	184.00
Marina Administration			
351338	OFFICE MAX INC	OFFICE SUPPLIES	9.77
922123	ODIN SYSTEMS INC	CAMERA REPLACEMENT	1,550.00
Marina Maintenance			
351337	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	938.00
Major Projects			
351368	TRANSYSTEMS CORPORATION	CONSULTING SERVICES	1,628.50
641 Prewett Water Park Fund			
Non Departmental			
351306	HUB INTERNATIONAL CA INSURANCE	INSURANCE PREMIUM	100.98
Recreation Aquatics			
351251	ADORETEX INC	SUPPLIES	550.17
351316	KRAMES STAYWELL LLC	SUPPLIES	143.62
351390	BANK OF AMERICA	TRAINING	1,081.00
Recreation Water Park			
203147	WILLIAMS, JANNIE	SEASON PASS REFUND	97.50
203432	STAPLES	SUPPLIES	98.88
351251	ADORETEX INC	SUPPLIES	179.60
351326	MELENDRES JR, NEPTHALI T	EXPENSE REIMBURSEMENT	13.02
351336	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	150.00
351348	PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	77.68
351363	STATE OF CALIFORNIA	INSPECTION SERVICES	1,926.25
351390	BANK OF AMERICA	SIGNS	921.91
351401	COLE SUPPLY CO INC	SUPPLIES	661.04
351407	COSTCO	CAMERA	581.76
351416	DEMPSEY, STACEY A	EXPENSE REIMBURSEMENT	79.20
351433	KELLY MOORE PAINT CO	SUPPLIES	193.54
Recreation Community Cnter			
351401	COLE SUPPLY CO INC	SUPPLIES	420.74
351407	COSTCO	SUPPLIES	131.56
922113	GRAINGER INC	SUPPLIES	651.03
Rec Prewett Concessions			
351324	MARLIES CLEANING SERVICE	CLEANING SERVICE	125.00
351326	MELENDRES JR, NEPTHALI T	EXPENSE REIMBURSEMENT	11.43

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351401 COLE SUPPLY CO INC	SUPPLIES	435.43
922111 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	43.06

721 Employee Benefits Fund

Non Departmental


351279 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
351309 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
351342 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	5,003.85
351345 PARS	PAYROLL DEDUCTIONS	4,195.48
351346 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	72.02
351352 PERS	PAYROLL DEDUCTIONS	311,920.09
351362 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
351364 STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	275.00
351366 TEXAS CHILD SUPPORT DISBURSE UNIT	PAYROLL DEDUCTIONS	422.77
351370 RECIPIENT	PAYROLL DEDUCTIONS	112.15
351373 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	377.17
351374 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	11.99
922120 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	22,906.51
922126 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	2,534.13

760 ECWMA Fund

Non Departmental

351413 DELTA DIABLO	MEETING EXPENSE	518.57
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STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014

Prepared by: Lynn Tracy Nerland, City Attorney 

Date: June 11, 2014

Subject: **Authority to Enforce Parking Regulations**

RECOMMENDED ACTION

Motion to adopt an Ordinance (Attachment A) amending Section 4-5.1225 regarding enforcement of parking regulations

BACKGROUND

This Ordinance was introduced on June 10, 2014 with no changes to the proposed ordinance.

Article 12 of Chapter 5 of Title 4 of the Antioch Municipal Code includes stopping, standing and parking regulations. To more efficiently use Police Department staffing resources, the Department typically uses Community Service Officers or trained Volunteers in Police Services (VIPS) to conduct parking enforcement and vehicle abatement. The existing section 4-5.1225 just specified Code Enforcement Officers and "officers of the Police Department" as having authority to enforce parking regulations. The suggested ordinance amendment gives that authority to Police Officers, Community Service Officers, Code Enforcement Officers, and others delegated in writing by the Police Chief. In the past, the Chief has also delegated this authority to VIPS and City employees at the Marina.

FISCAL IMPACT

Relying on sworn Police Officers, if even able given staffing constraints, would be a much more expensive approach to enforce parking regulations. For example, a Step A sworn police officer costs \$58,450 more a year in salary and benefits than a Step A Community Service Officer. In addition, during the past year, the VIPS provided approximately 10,800 hours of service to the community at an estimated value of \$250,000.

OPTIONS

No options are presented because the recommended action is consistent with the Council's action on June 10, 2014.

ATTACHMENT

A: Proposed Ordinance Amending Municipal Code section 4-5.1225

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ANTIOCH
AMENDING SECTION 4-5.1225 OF THE ANTIOCH MUNICIPAL CODE REGARDING
ENFORCEMENT OF VEHICLE REGULATIONS**

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

SECTION 1. Amendment to the Municipal Code. Section 4-5.1225 of the Municipal Code to read as follows:

§4-5.1225 AUTHORITY

Police Officers, Community Services Officers, Code Enforcement Officers, and others delegated in writing by the Police Chief shall have the authority to enforce the provisions of this article and, in doing so, shall have all of the powers delegated by Cal. Penal Code section 836.5.

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.

SECTION 3. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 4. Effective Date. This Ordinance shall take effect thirty (30) days after adoption as provided by Government Code Section 36937.

SECTION 5. Publication; Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at adjourned regular meeting of the City Council of the City of Antioch held on the 10th day of June 2014 and passed and adopted at a regular meeting thereof, held on ___ day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014

Prepared by: Lynn Tracy Nerland, City Attorney 

Date: June 11, 2014

Subject: **Candidate Filing Fee**

RECOMMENDED ACTION

Motion to adopt an Ordinance (Attachment A) adding Section 2-1.302 to the Antioch Municipal Code regarding payment of a filing fee to process a candidate's nomination papers.

BACKGROUND

The City Council introduced this Ordinance on June 10, 2014 with no changes to the proposed Ordinance.

California Elections Code section 10228 provides that a City may charge a filing fee to process a candidate's nomination papers or a candidate's supplemental nomination papers if approved by the City Council and "set by ordinance." However, the amount cannot be more than \$25.00.

The City has historically charged a \$25.00 filing fee to candidates and this action would memorialize by ordinance that practice.

FISCAL IMPACT

Although not a significant dollar amount, the filing fee does provide some defrayment of the costs to handle a candidate's nomination and filing papers. Some might also contend that payment of a fee makes sure that the candidate has "some skin in the game."

OPTIONS

No options are presented because the recommended action is consistent with the Council's action on June 10, 2014.

ATTACHMENT

A: Proposed Ordinance adding section 2-1.302 to the Antioch Municipal Code

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ANTIOCH
ADDING SECTION 2-1.302 TO THE ANTIOCH MUNICIPAL CODE REGARDING THE
CANDIDATE FILING FEE**

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

SECTION 1. Addition to the Antioch Municipal Code. Section 2-1.302 is added to the Antioch Municipal Code to read as follows:

§2-1.302 CANDIDATE FILING FEE

§ 10228. Filing fee

Pursuant to California Elections Code section 10228, the City establishes a filing fee of \$25.00 to process a candidate's nomination papers or a candidate's supplemental nomination papers to be paid with the filing of the nomination papers and supplemental nomination papers.

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.

SECTION 3. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 4. Effective Date. This Ordinance shall take effect upon adoption as provided by Government Code Section 36937 as an ordinance related to an election.

SECTION 5. Publication; Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at adjourned regular meeting of the City Council of the City of Antioch held on the 10th day of June 2014 and passed and adopted at a regular meeting thereof, held on ____ day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014**

Prepared by: Tina Wehrmeister, Director of Community Development *TW*

Date: June 19, 2014

Subject: **Zoning and General Plan Amendments for 2007 – 2014
Housing Element Implementation Program**

RECOMMENDATION

It is recommended that the City Council take the following actions in order to implement the adopted Housing Element:

1. Motion to adopt the ordinance making amendments to the City of Antioch Zoning Ordinance; and
2. Motion to adopt the ordinance making amendments to the City of Antioch Zoning Map.

BACKGROUND INFORMATION

The ordinances were introduced by the Council on June 10, 2014 including non-substantive formatting adjustments. No other changes to the ordinances were made.

FINANCIAL IMPACT

There is no direct fiscal impact. The proposed actions implement the adopted Housing Element. Implementation of the adopted Housing Element policies is required and failure to do so could result in legal vulnerabilities that could impact development as a whole within the City. The policies and zoning amendments applicable to impacted parcels would streamline development and more clearly convey the City's policies and desired means of implementation thereby, encouraging new residential development.

OPTIONS

The recommended action is consistent with the City Council's introduction of the ordinances on June 10, 2014.

ATTACHMENTS

None.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING AMENDMENTS TO THE ZONING ORDINANCE TO IMPLEMENT THE HOUSING ELEMENT

SECTION 1. Findings. The Antioch City Council hereby finds, determines and declares as follows:

A. The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

B. The Planning Commission conducted a duly noticed public hearing on April 16, 2014 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted. The City Council held a duly noticed public hearing on June 10, 2014 at which all interested persons were allowed to address the Council regarding adoption of this ordinance.

C. The City Council, following a duly noticed public hearing, on June 10, 2014, approved a resolution to amend the General Plan to establish a new High Density Residential designation to allow densities up to thirty five (35) dwelling units per gross developable acre and the proposed amendments to the Zoning Ordinance are consistent with the General Plan.

D. The proposed amendments to the Zoning Ordinance are consistent with and would implement the Housing Element of the General Plan, which the City of Antioch (City) adopted on the 12th day of October, 2010 after the City Council found that the Housing Element would not have a significant effect on the environment, based on an Initial Study and Negative Declaration prepared in accordance with Public Resources Code Section 21000 et seq. and CEQA Guidelines Section 15070 et seq.;

SECTION 2. Chapter 5, Article 2 (Definitions), of the Antioch Municipal Code is hereby amended to revise Section 9-5.203 DEFINITIONS to amend or add the following definitions, alphabetically listed with the otherwise existing definitions to remain as shown by “. . .”:

[The following text below indicates proposed revisions, which include new definitions as well as changes to some definitions that already appear in Article 2. The new and revised definitions further describe the housing types to which the proposed amendments refer and are intended to complement the proposed multi-family standards.]

§9-5.203 DEFINITIONS.

...

ALCOHOLISM OR DRUG ABUSE RECOVERY OR TREATMENT FACILITY. A facility approved and licensed by the State that provides 24-hour residential nonmedical services including alcohol, drug, or alcohol and drug recovery treatment or detoxification services to individuals who are recovering from problems related to alcohol, drug, or alcohol and drug misuse or abuse as defined by Section 1502 of the California Health and Safety Code.

...

BOARDING AND ROOMING HOUSE. A dwelling building other than a hotel or a bed and breakfast establishment, including on-site accessory structures, containing a single dwelling unit in which the house owner or manager resides with no more than five guest rooms where lodging for two or more persons who are not living as a single household is provided and containing not more than two guest rooms in which, for compensation, long-term lodging with or without meals is provided for monetary or non-monetary consideration under two or more written or oral agreements or leases for periods of at least 30 days. If more than two such guest rooms exist, then it shall be considered a small or large family care home. This does not include licensed alcoholism or drug abuse recovery treatment facilities, licensed residential care facilities, or licensed family foster care homes.

...

BUILDING SITE. A lot or parcel of land in single or joint ownership and occupied, or to be occupied, by a main building and accessory buildings or by a dwelling group and its accessory buildings, together with such open spaces as are required by the provisions of this chapter and having its principal frontage along a street, road, or highway.

BUILDING SITE, INFILL. Any building site of five acres or less that was previously developed for a residential, commercial, retail, institutional or other urban use or is immediately adjacent to parcels that are developed with any previous urban uses.

...

CONVALESCENT AND EXTENDED CARE FACILITIES. The generic name for temporary living arrangements designed to provide facilities providing long-term nursing, dietary, and other medical services to convalescents or invalids in an institutional setting with 24-hour medical supervision but not providing surgery or primary treatment such as are customarily provided in a hospital. These facilities include the following types:

(1) *Convalescent care facility.* Facility licensed by the state that provides 24-hour nursing care, medical supervision and rehabilitation therapy, room and board, and activities for convalescent residents and those with chronic and/or long-term care illnesses. One step below hospital acute care.

(2) *Nursing facility, nursing home.* The generic name for a living arrangement whereby an elderly person pays a fee to live in a facility with skilled nursing services. All eldercare services are provided including living space, meals, laundry, recreation, care giving, and medical care. an establishment licensed as a skilled

nursing facility by the California State Department of Health Services providing 24-hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, including but not limited to, rest homes and convalescent hospitals, but not Community Care Facilities, Senior Congregate Housing or Hospitals as defined in this Chapter.

(3) Continuing care, life care home. Facility licensed by the State to provide skilled nursing as well as lesser levels of assistance and custodial care for residents who do not want to move as their need for increased care develops.

...

CORRECTIONAL FACILITY. A facility owned and/or operated by an individual, a for-profit, or not-for-profit entity used for housing or provision of services for persons who are either (1) serving a sentence from a federal, state or county court and are under restraint, supervision, or security or (2) have served a sentence or have been released from a federal, state or county prison or jail and are living under government supervision by a government funded program. This definition shall include, but not be limited to prisons, jails, reformatories, detention centers, correction centers, re-entry centers, halfway houses, and prerelease centers.

...

DISABILITY, PERSON WITH. An individual who has a physical or mental impairment that substantially limits one or more of the major life activities of individuals, and there is a record of such an impairment or the individual is regarded as having such an impairment. It is the intent of this definition to substantially comply with the term "disability" as defined by the Federal Americans with Disabilities Act of 1990, as may be amended from time to time.

...

DWELLING. A building or portion thereof designed and used exclusively for residential occupancy, with exception of permitted home occupations, including one-family, two-family, and multiple dwellings, but not including hotels, boarding or rooming houses.

~~**DWELLING, MULTIPLE-FAMILY.** A building used and designed as a residence for three or more households living independently of each other with an individual kitchen provided for each household. Three or more dwelling units contained within a single building or within two or more buildings on a site or lot. Types of multiple-unit dwellings include garden apartments, senior housing developments, multi-story apartment buildings, and condominiums. They may include side-by-side units separated by common vertical walls that are configured as townhouses or row houses.~~

DWELLING, SINGLE-FAMILY ATTACHED. A dwelling unit that is designed for occupancy by one household located on a separate lot from any other unit (except a second dwelling unit, where permitted), and attached through common vertical walls to one or more dwellings on abutting lots. Two attached single-unit dwellings may be configured as "townhouses" or "row houses".

~~**DWELLING, SINGLE-FAMILY DETACHED.** A detached building designed for and/or occupied exclusively by one household. A dwelling unit that is designed for occupancy by one household, located on a separate lot from any other dwelling unit (except a Second Unit, where permitted), and not attached to~~

another dwelling unit on an abutting lot. This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

DWELLING, TWO-FAMILY OR DUPLEX. A building containing not more than two kitchens designed and/or used to house not more than two households living independently of each other. A single building on a separate lot that contains two dwelling units or two single-unit dwellings located on a single lot. This use is distinguished from a Second Unit, which is an accessory residential unit as defined by State law and this Ordinance.

DWELLING UNIT. A room or a suite of interconnecting rooms used for sleeping, eating, cooking, and sanitation, designed or occupied for use as a separate living quarters on a permanent basis for no more than one family. Each unit shall have no more than one kitchen.

...

EMERGENCY SHELTER. A temporary, short-term residence providing housing with minimal support services for homeless families or individual persons where occupancy is limited to six months or less, as defined in Section 50801 of the California Health and Safety Code. Medical assistance, counseling, and meals may be provided.

...

~~**FAMILY CARE HOME.** A state authorized, certified, or licensed family care home, foster home, or group home serving six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children providing care on a 24 hour a day basis. Includes elderly group homes and adult group homes as defined by the State of California for ambulatory aged furnishing only general assistance or services, having from one to six guests, meeting all state and county licensing requirements, and being constructed to the minimum construction and safety standards prescribed by state and local laws.~~

...

FAMILY FOSTER CARE HOME. The occupancy of a single-unit by six or fewer foster children living with foster parents, whose care they have been placed, and other family members.

...

GROUP HOUSING. A facility that provides shared living quarters with or without separate kitchen or bathroom facilities for each room or unit, which are used or rented to the public as sleeping rooms for occupancy for a period of more than 30 days including rooming and boarding houses, dormitories, private residential clubs, residential hotels intended for long-term occupancy, halfway houses, board and care homes, clean and sober homes, residential care facilities and similar accommodations. Group housing includes both unlicensed facilities and those licensed or supervised by a federal or State agency. It does not include Bed and Breakfasts, hotels and motels, and other facilities that provide overnight accommodation for payment for periods of 30 consecutive calendar days or less, or Small Residential Care Facilities.

...

HOSPICE. A facility that provides 24-hour non-medical care for terminally ill persons.

...

HOUSEHOLD. See “Family”. One or more persons, whether or not related by blood, marriage or adoption, living together in a single dwelling unit in a living arrangement usually characterized by sharing living expenses, such as rent or mortgage payments, food costs and utilities with common access to and common use of all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit and share responsibilities such as meals, chores, expenses, and maintenance of the premises according to a household plan or similar agreement. If all or part of the dwelling unit is rented, lessees jointly occupy the unit under a single written or oral agreement, whether for monetary or non-monetary consideration. Excludes larger institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, and commercial group living arrangements such as congregate housing, boarding and rooming houses.

...

INFILL SITE. See “Building Site, Infill.”

...

KITCHEN. Any room or space within a building designed to be used or maintained for the cooking and/or preparation of food.

...

MAJOR TRANSIT STOP. Any site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or a bus route with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

...

OPEN SPACE. See “Usable Open Space.” The area of a project (exclusive of the required setback from a public street) which is to be used for leisure, recreational, and/or aesthetic purposes. ~~OPEN SPACE AREAS~~ may include those reserved for active and passive recreational uses and park facilities.

...

RESIDENTIAL CARE FACILITY. A facility licensed by the State of California and providing permanent living accommodations and 24-hour primarily non-medical care and supervision for persons in need of personal services, supervision, protection, or assistance sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes group homes for minors and for persons with disabilities and people in recovery from alcohol or drug addictions.

...

RESIDENTIAL HOTEL. A building that is residential hotel as defined in Section 50519 (b)(1) of the California Health and Safety Code that provides six or more guestrooms or efficiency units that are intended or designed to be used, or which are used or rented to the public as sleeping rooms for occupancy for a

period of more than 30 days as the primary residence of those occupants. Rooms may have partial kitchen or bathroom facilities. This classification does not include hotels and other transient accommodations that are occupied primarily by guests who maintain a primary residence elsewhere and does not include residential facilities licensed by the State of California.

...

SUPPORTIVE HOUSING. Dwelling units with no limit on length of stay that are occupied by the target population as defined in Section 53260 (d) of the California Health and Safety Code, and that are linked to onsite or offsite services that assist supportive housing residents in retaining the housing, improving their health status, and maximizing their ability to live and, where possible, work in the community. Supportive housing as defined by subdivision (b) of Section 50675.14 may be provided in a multiple-unit structure or group residential facility.. . .

...

TRANSITIONAL HOUSING. Dwelling units with a limited length of stay that are operated under a program requiring recirculation to another program recipient at some future point in time. Transitional housing may be designated for homeless or recently homeless individuals or families transitioning to permanent housing as defined in subdivision (h) of Section 50675.2 of the California Health and Safety Code. Facilities may be linked to onsite or offsite supportive services designed to help residents gain skills needed to live independently. Transitional housing may be provided in a variety of residential housing types (e.g., multiple-unit dwelling, single-room occupancy, group residential, single-family dwelling). This classification includes domestic violence shelters. Transitional housing does not include community reentry centers or half-way housing for federal or State inmates nearing release and does not include any facility licensed as a community care facility by the California State Department of Social Services (SDSS) or defined as such in this chapter.

...

USABLE OPEN SPACE. Any space that is provided on a lot that is designed and used for active or passive recreational purposes, including but not limited to such uses as outdoor seating, outdoor dining, play lots, playgrounds, swimming pools, tennis courts, bicycle trails.

...

SECTION 3. Chapter 5, Article 3 (Establishment of Districts), of the Antioch Municipal Code is hereby amended to read as follows:

§9-5.301 DISTRICTS ESTABLISHED AND DEFINED.

...

(E) *R-20 Medium ~~High and High~~ Density Residential District.* These districts allow multiple- family densities of 11 to 20 dwelling units per gross developable acre respectively. The districts are consistent with the High Density Residential General Plan Designation of up to 20 dwelling units per gross developable acre and with any Focused Planning Area designated by the General Plan. Higher densities may be allowed where

measurable community benefit is to be derived such as the provision of senior housing or low to moderate income housing units as specified within this chapter and pursuant to applicable requirements of State law.

(F) R-25 High Density Residential District. This district allows multiple-family development at a minimum density of 20 and a maximum density of 25 dwelling units per gross acre. This district is consistent with the High Density Residential General Plan Designation of up to 35 dwelling units per gross developable acre and with any Focused Planning Area designated by the General Plan. Higher densities may be allowed where measurable community benefit is to be derived, such as the provision of senior housing or low to moderate income housing units as specified in this chapter and pursuant to applicable requirements of State law. Typical development would include multiple-family dwellings on sites that create an attractive and high-quality living environment and include amenities such as usable open space.

(G) R-35 High Density Residential District. This district allows multiple-family development at a minimum of 30 and maximum of 35 dwelling units per gross acre. This district is consistent with the High Density Residential General Plan Designation of up to 35 dwelling units per gross developable acre and with any Focused Planning Area designated by the General Plan. Higher densities may be allowed where measurable community benefit is to be derived, such as the provision of senior housing or low to moderate income housing units as specified in this chapter and pursuant to applicable requirements of State law. Typical development would include multiple-family dwellings on sites that create an attractive and high-quality living environment and include amenities such as usable open space.

...

(BB) ES Emergency Shelter Overlay District. This overlay district provides sites suitable for the development of Emergency Shelters. It allows Emergency Shelters by right when they are developed in accordance with a set of standards and requirements. The allowance for emergency shelters supersedes any land use regulation for shelters of the base zone; otherwise, all regulations of the base zone apply.

SECTION 4. Chapter 5, Article 6 (Height and Area Regulations and Table), of the Antioch Municipal Code is hereby amended as follows:

[Article 6 currently consists of a table that provides basic development standards such as minimum lot area, minimum lot width, maximum building height, and minimum setbacks for each zoning district. The table below reflects the existing table with the addition of two proposed new districts, the R-25 and R-35, which are needed to implement the Housing Element. These new districts were presented and preliminarily endorsed by the Planning Commission in August 2012. The proposed new standards for multi-family residential development that have been added to the table in Section 9-5601 would be located in Article 7, which is "reserved" in the current code.]

§9-5.601 -INTRODUCTION HEIGHT AND AREA REGULATIONS.

The following chart and text are adopted as the city's basic height and area regulations. First, find the appropriate zoning district on the left-hand side of the table. Read across the chart opposite the specific zone in question and the height or area requirement for that zone, or a number letter, will appear in the appropriate column. If a number-letter appears in the column any cell, it refers to the, the requirement is listed by that number in the in the footnotes following listing of footnotes the table.

HEIGHT, AREA AND SETBACK REGULATIONS FOR PRIMARY STRUCTURE

Zone	Max. Height Feet ^b	Min. Building Site Sq. Ft.	Min. Lot Width in Feet		Max. Lot Coverage	Min. Density Required (Units per Gross Developable Acre)	Max. Density Allowed (Units per Gross Developable Acre ^d)	Front Yard Min. ^m	Min. Side Yard Required in Feet ^e		Min. Rear Yard Required in Feet
			Corner	Interior					Corner	Interior	
RE	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
RR	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
R-4	35	6,000	65	60	40%	NA	4 du/acre	f	f	5 ft.	20 ft.
R-6	35	6,000	65	60	40%	NA	6 du/acre	f	f	5 ft.	20 ft.
R-10	45	6,000	65	60	40%	NA	10 du/acre	f	f	5 ft.	10 ft.
R-20	45	20,000	70	70	40%	NA	20 du/acre	f	f	5 ft.	10 ft.
R-25	45	20,000	70	70	50%	20 du/acre	25 du/acre	f	f	5 ft.	10 ft.^m
R-35	45	20,000	70	70	50%	30 du/acre	35 du/acre	f	f	5 ft.	10 ft.^m
PBC	35	20,000	65	60	35%	NA	0	f	f	0 ft.	0 ft.
C-0	35	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
C-1	35	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
C-2	35	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
C-3	70	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
MCR _j	45	6,500	65	60	50%	NA	20 du/acre	f	f	5 ft.	10 ft.
RTC _j	50	2,500	25 g	25 g	100%	NA	20 h	0 ⁱ	0 ⁱ	0 ft.	0 ft.
RTR-10	45	3,500	45	45	50%	NA	12	15	10	5 ft.	15 ft.
RTR-20	45	20,000	100	100	50%	NA	20	15	10	5 ft.	10 ft.
WF	45	6,500	60	60	60%	NA	0	0	0	0 ft.	0 ft.
M-1	45	40,000	100	100	50%	NA	0	f	f	0 ft.	0 ft.
M-2	70	40,000	100	100	50%	NA	0	f	f	0 ft.	0 ft.
HPD	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
PD	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
RRM P	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS IN A MANNER CONSISTENT WITH ARTICLE 41 OF THE MUNICIPAL CODE										
TOD	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
H	70	SAME AS C-0 ZONE ^k									
OS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

HEIGHT, AREA AND SETBACK REGULATIONS FOR PRIMARY STRUCTURE

Zone	Max. Height Feet ^b	Min. Building Site Sq. Ft.	Min. Lot Width in Feet		Max. Lot Coverage	Min. Density Required (Units per Gross Developable Acre)	Max. Density Allowed (Units per Gross Developable Acre ^d)	Front Yard Min. ^m	Min. Side Yard Required in Feet ^e		Min. Rear Yard Required in Feet
			Corner	Interior					Corner	Interior	
S	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
SH	SAME AS UNDERLYING BASE ZONE										
T	SAME AS UNDERLYING BASE ZONE										

Notes:

- a. Where 40% or more of the frontage (excluding reversed frontage lots) in a block has been improved with buildings, the minimum required front yard for main buildings shall be the average of the improved lots if less than the front yard requirements, but not less than six feet from the property line.
- b. Height shall mean the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the structure, excluding below ground basements, to the topmost point of the roof. Exceptions to the specified height limitation shall include the spires, belfries, cupolas and domes of churches, monuments, water towers, fire and hose towers, observation towers, distribution and transmission towers, lines and poles, chimneys, smokestacks, flag poles, radio towers, equipment penthouses encompassing less than 20% of total roof area and less than eight feet in height, and parapets less than 30 inches in height, unless otherwise governed by this chapter.
- c. Minimum lot area in all zones shall not apply to the condominium parcelization of a larger project where land is being divided for individual building envelopes.
- d. Maximum density allowed is defined in the city General Plan as per the maximum developable gross acreage definition found in this chapter.
- e. For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet. The 10 foot side yard area shall remain as unrestricted open area. This shall also apply to all two-story single-family residential lots. On any parcel of land of an average width of less than 50 feet, which parcel was under one ownership or is shown as a lot on any subdivision map filed in the office of the County Recorder prior to April 11, 1950, when the owner thereof owns no adjoining land, the width of each side yard may be reduced to 10% of the width of such parcel, but in no case to less than three feet.

HEIGHT, AREA AND SETBACK REGULATIONS FOR PRIMARY STRUCTURE

Zone	Max. Height Feet ^b	Min. Building Site Sq. Ft.	Min. Lot Width in Feet		Max. Lot Coverage	Min. Density Required (Units per Gross Developable Acre)	Max. Density Allowed (Units per Gross Developable Acre ^d)	Front Yard Min. ^m	Min. Side Yard Required in Feet ^e		Min. Rear Yard Required in Feet
			Corner	Interior					Corner	Interior	

- f. Front yard and street side setbacks shall be reserved for landscaping only, excluding access and egress driveways and shall be determined on a graduated scale based upon type of street and land use as follows:
1. Non-residential and multi-family uses.
 - Arterial street: minimum 30 foot setback with 30 foot landscaping on all frontages.
 - Collector street: minimum 25 foot setback with 25 foot landscaping.
 - Local street: minimum 20 foot setback with 20 foot landscaping.
 2. Single-family detached and two-family dwelling uses.
 - Arterial street: minimum 30 foot setback with 30 foot landscaping on all frontages.
 - Collector street: minimum 25 foot setback and landscaping for front yard and 10 foot street sideyard setback with landscaping.
 - Local street: minimum 20 foot front yard setback with 20 foot of landscaping and 10 foot street sideyard with landscaping.
 3. Multi-family dwelling uses.
 - Arterial street: minimum 15-foot setback with 15-foot landscaping on all frontages.
 - Collector street: minimum 15-foot setback with 15-foot landscaping.
 - Local street: minimum 10-foot setback with 10-foot landscaping.
- g. New construction with frontage in excess of the minimum lot width shall reflect the pattern of building widths in façade design.
- h. Within the area bounded by the Burlington Northern Santa Fe Railroad, "I" Street, Second Street, and "E" Street, residential density may be increased to 45 dwelling units per acre provided:
1. The residential use is part of a mixed use development with the entire first floor devoted to commercial use;
 2. The proposed development provides public amenities as described in § 4 (relating to residential use in RTC); and
 3. The project has received use permit approval from the Planning Commission.
- i. Buildings in the RTC district shall be placed on the property line except for:
1. Setbacks to accommodate outdoor dining and plazas, provided that such setbacks do not exceed a depth of one-third of the lot depth;
 2. Courtyards, promenades, and plazas located on any portion of the site; and
 3. Where a setback is necessary to maintain the uniform setback of building façades.
- j. The first floor of a building shall extend from property line to property line except:
1. In setback areas for outdoor dining, plazas; and
 2. For required vehicular or pedestrian access.
- k. Notwithstanding any other provisions of this chapter for yard requirements, in any residential district the front of any garage shall be not less than 20 feet from the exterior property line on which such garage faces.
- l. For projects that consist of attached single-family dwellings (townhomes), in which each dwelling occupies its own lot, the minimum lot area is 1,800 square feet and the minimum required interior side setback is zero.
- m. Where a multi-family dwelling abuts a lot that is zoned RR, RE, R4, or R6, a minimum rear yard of 20 feet shall be provided.

SECTION 5. Chapter 5, Article 7 (Reserved), of the Antioch Municipal Code is hereby added to read as follows in its entirety:

ARTICLE 7: MULTI-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS
[Reserved]

§ 9-5.701 PURPOSE

The purpose of this article is to promote high-quality design and provide a pleasant residential environment within the context of higher-density development; ensure the provision of amenities for residents of multi-family developments; foster pedestrian access; and create visually attractive street frontages that offer architectural and landscape interest.

§ 9-5.702 APPLICABILITY.

The standards of this article apply to multi-family dwellings in any district in which they are permitted or conditionally permitted.

§ 9-5.703 TRANSITION REQUIREMENTS ADJACENT TO SINGLE-FAMILY RESIDENTIAL.

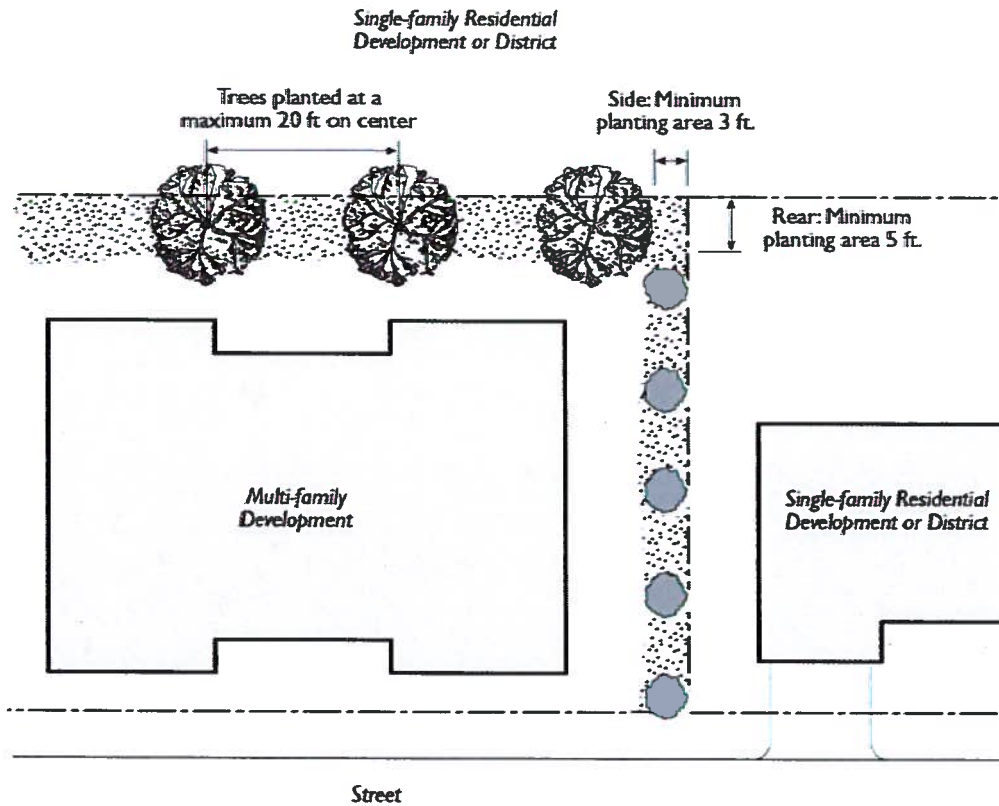
Wherever a multi-family residential dwelling is located on a lot that directly abuts any lot developed with an existing single-family detached dwelling that is a conforming use or any lot that is zoned RR, RE, R-4, or R-6, the following standards shall apply to the multi-family development.

- A. **Rear Setbacks.** Notwithstanding the requirements of the Height, Area, and Setbacks Table of Section 9-5.601, a minimum rear setback of 20 feet is required. For existing substandard lots, a modification to or waiver of the minimum 20-foot setback requirement may be requested, subject to provisions of Section 9-5.709 and design review.

- B. **Landscape Buffers.** Interior side and rear setbacks that abut single-family residential development or a single-family district shall include the following landscaped areas. These landscaped areas shall be measured from the property line and are included within, and are not additional to, the minimum setbacks required by Table TBD.
 - 1. A landscaped area at least three feet in depth shall be provided along any interior side property line.

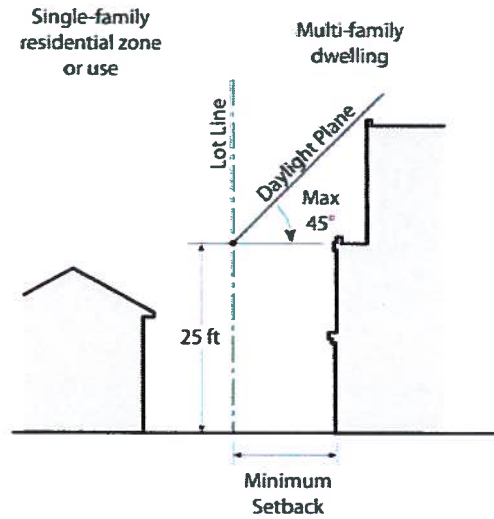
 - 2. At least 50 percent of the rear setback shall be a landscaped area at least five feet in depth. Within this landscaped area, trees shall be planted at a maximum distance of 20 feet on center (measured parallel to the rear lot line).

Figure 9-5.703(B): Landscape Buffers



- C. **Required Daylight Plane.** No portion of the building volume shall encroach into a daylight plane starting at a point that is 25 feet above the property line abutting any adjacent lot with a single-family residential use or zone and sloping upward at a 45-degree angle toward the interior of the lot.

Figure 9-5.703(C): Required Daylight Plane



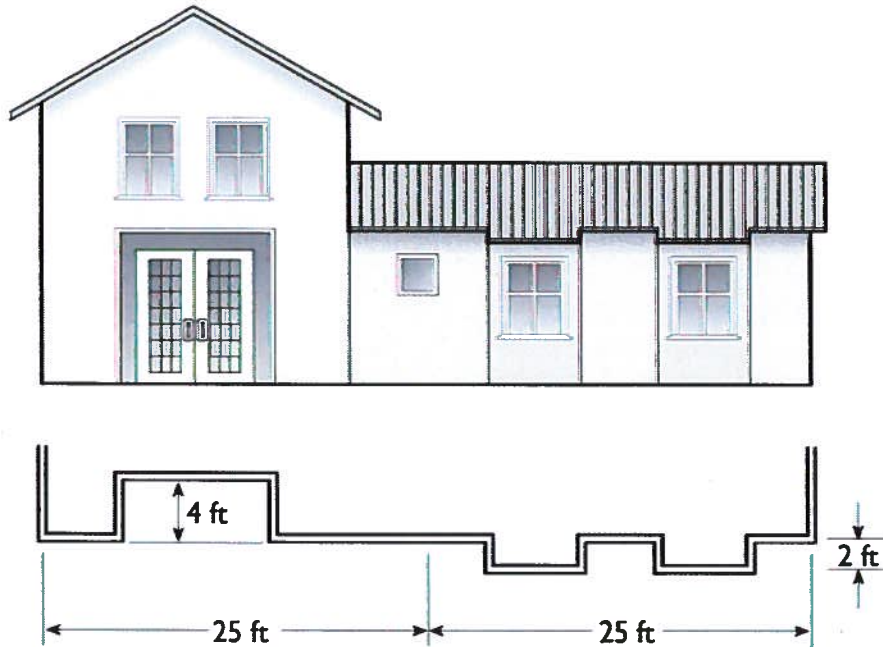
§ 9-5.704 BUILDING FORM.

A. Building Entries.

1. **Orientation.** All units located along public rights-of-way must have a principal entrance that fronts on and is oriented to face the right-of-way. Such entrance shall be clearly visible from the street and shall be connected via pedestrian walkways to the public sidewalk. Exceptions to this requirement may be approved for projects located on arterial streets that carry high traffic volumes and/or streets that do not allow on-street parking. In such cases, a project may be oriented around courtyards with principal entrances facing the courtyards.
2. **Entry Features.** Building entrances must have a roofed projection (e.g., porch) or recess. Such entry features shall have a minimum depth of five feet, measured perpendicular to the façade on which they are located. Entries that serve a single unit shall have a minimum area of 40 square feet while those that serve two or more units shall have a minimum area of 100 square feet.

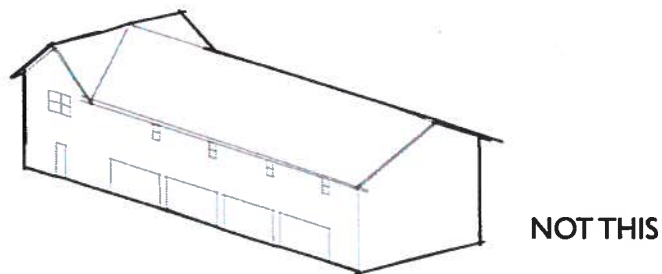
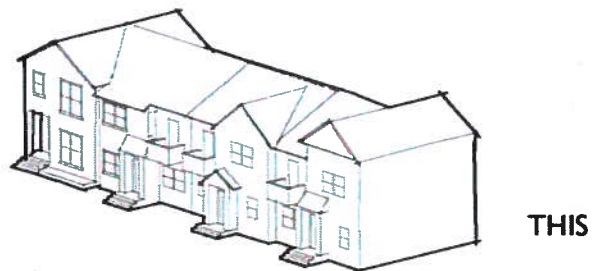
B. Façade Articulation. All street-facing façades must include at least one change in plane (projection or recess) at least four feet in depth, or two changes in plane at least two feet in depth, for every 25 linear feet of wall. Such features shall extend the full height of the respective façade of single-story buildings, at least half of the height of two-story buildings, and at least two-thirds of the height of buildings that are three or more stories in height.

Figure 9-5.704(B): Facade Articulation



- C. **Roof Forms.** Variable roof forms shall be incorporated into the building design, and no more than two side-by-side units may be covered by one unarticulated roof. Variation may be accomplished by changing the roof height, offsets, and direction of slope, and by including elements such as dormers.

Figure 9-5.704(C): Roof Forms



D. **Window Design.**

1. **Relief.** All windows shall either be recessed or surrounded by trim at least four inches in width and two inches in depth.
2. **Shade Features.** At least 20 percent of all windows on each building shall have exterior sun shades, such as roof overhangs (eaves), awnings, or louvered sunshades.

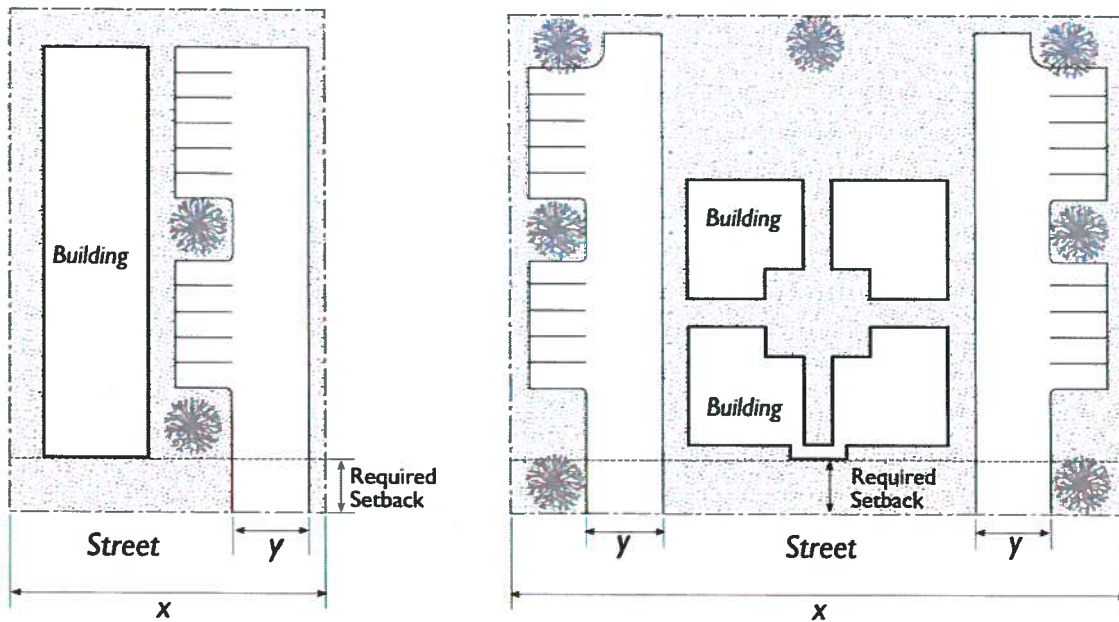
§ 9-5.705 SITE DESIGN FOR PARKING, CIRCULATION, AND ACCESS.

Multi-family dwelling projects shall comply with the regulations of Article 17, Required Parking, as well as the standards of this Section.

A. **Parking Location and Frontage.**

1. **Maximum Width.** The maximum width of parking areas within the required front setback, including driveways, open parking, carports, and garages, but excluding underground parking and parking located behind buildings, may not exceed 25 percent of the linear street frontage.

Figure 9-5.705(A)(1): Maximum Parking Area Frontage



The maximum width of driveways within the required front setback shall not exceed 25 percent of the linear street frontage
 $(y \leq 25\% x)$

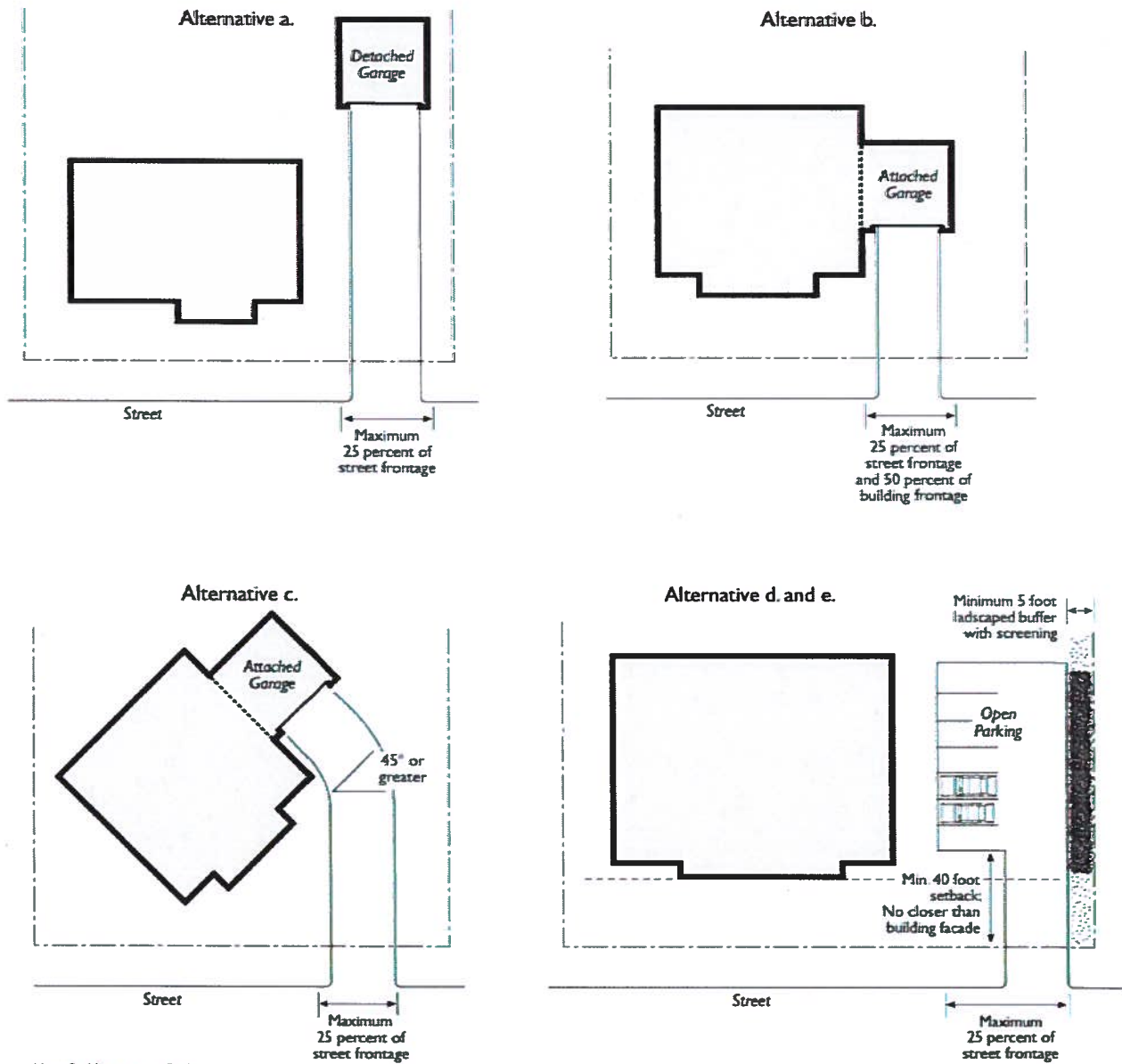
The maximum width of driveways within the required front setback shall not exceed 25 percent of the linear street frontage
 $(y + y \leq 25\% x)$

2. **Parking Location.** Parking facilities shall be located according to one or more of the alternatives listed below. This locational requirement applies to parking for both residents and guests, as well as any parking that exceeds the required minimum. In all cases, the requirements of Section 9-5.1703.1, Off-Street Parking Requirements by Use, which establishes the number of required parking spaces and number of covered spaces per unit, must be met. Parking shall be provided in one of the following locations or in a combination of the following locations:
- a. Covered and enclosed parking within a detached garage located to the rear of the residential building in relation to the public street. Such garage may front an alley that is internal to the project. Any garage door visible to any street shall be recessed at least six inches from the surrounding building wall and shall be surrounded by trim of at least two inches in depth.
 - b. Covered and enclosed parking integrated into the residential building, in which garage doors are located on the side or rear of the building and not facing a street. For the purposes of this regulation, doors shall be considered not to face a public street if they are oriented 45 degrees or more from parallel with the street.
 - c. Covered and enclosed parking integrated into the residential building with garage doors facing or within 45 degrees of parallel with the street. Such garages shall comply with the following standards:
 - i. Maximum Width. Garages shall not exceed 50 percent of the overall width of the building façade of which they are a part. For the purposes of this requirement, garage width is considered the internal width of that portion of a building facade that is backed by a garage space. This dimension is measured from midpoint to midpoint of any enclosing walls that are perpendicular to the garage door or entry.
 - ii. Setback/Recess. Garages shall conform to one of the following setback standards:
 - (1) Garages shall be located at least five feet behind the primary wall of the dwelling. For the purposes of this regulation, “primary wall” shall consist of any wall at least 10 feet in width and one story in height. Garage doors shall be recessed at least six inches from the surrounding wall.
 - (2) Garage space located below living space may be set back the same distance as the remainder of the building façade. Garage doors shall be recessed at least six inches from the surrounding wall.
 - (3) Detailing. Trim of at least two-inch depth shall be provided surrounding garage doors.
 - d. Open parking or carports located to the rear of buildings in relation to the street. Such parking facilities must be set back at least 40 feet from any adjacent street.

and landscaped according to the standards of Section 9-5.1716, Parking Lot Landscaping; Design Standards. The setback area shall include a landscaped buffer at least five feet in depth (measured perpendicular to the interior lot line) adjacent to any other lot. Parking areas shall be screened from adjacent lots with a solid fence, wall, or dense hedge at least five feet in height.

- e. Open parking located to the side of buildings. Such parking must be set back at least 40 feet from any adjacent street or no closer to the street than the front façade of the residential building, whichever is greater. The setback area shall be landscaped according to the standards of Section 9-5.1716, Parking Lot Landscaping; Design Standards. The setback area shall include a landscaped buffer at least five feet in depth (measured perpendicular to the interior lot line) adjacent to any other lot. Parking areas shall be screened from adjacent lots with a solid fence, wall, or dense hedge at least five feet in height. Parking area setbacks on corner lots may be modified by the Zoning Administrator when deemed necessary in order to provide adequate visibility for traffic safety.

Figure 9-5.705(A)(2): Parking Location Alternatives



- B. **Driveways—Number and Width.** For lots 75 feet wide or less, a maximum of one driveway per lot is permitted. For lots greater than 75 feet in width, additional driveways are permitted but shall be spaced at least 75 feet apart. No driveway shall exceed 20 feet in width at any property line abutting a street or one-half of the width of the street frontage of the lot, whichever is less.
- C. **Pedestrian Access.**
1. **Connection to Public Sidewalks.** Every multiple-family dwelling shall have a walkway connecting the main building entry to the public sidewalk in the right-of-way on each

street frontage. The walkway shall be physically separated from any driveway or off-street parking space by a landscaped buffer with a minimum width of two feet. The walkway shall have an unobstructed width of at least four feet, and shall be of concrete, decorative pavers, or other durable, all-weather surface.

2. **Connection to Parking Areas.** Every multiple-family dwelling shall have a walkway between a building entry and the parking area for the units served by it. The walkway shall be physically separated from any driveway or off-street parking space by a landscaped buffer with a minimum width of two feet. The walkway shall be at least four feet wide, and shall be of a durable, all-weather surface.
3. **Connection to Open Space, Recreation Facilities, and Public Parks.** Walkways shall be provided that connect building entries for the units served to any common usable open space or recreational facilities on site or to any public park facilities located on an adjacent lot.

§ 9-5.706 USABLE OPEN SPACE.

Usable open space to serve multi-family residential dwelling units shall be provided and maintained in compliance with the following table and the requirements of this section.

TABLE 9-5.706: MINIMUM REQUIRED USABLE OPEN SPACE		
	<i>R-10 Zone</i>	<i>R-20, R-25, and R-35 Zones</i>
Total Usable Open Space per Unit (sq ft)	250	200
Minimum Private Open Space per Unit (sq ft)	70	60

- A. **Required Area and Type of Open Space—Multi-Family Dwellings.** All multi-family residential developments shall be provided the minimum private open space area and minimum total open space area stated in Table 9-5.706, according to the number of units in the development. Once the minimum private open space requirement has been met, the remainder of the required total open space for the development may be provided as either private or common open space. Every development that includes five or more residential units shall provide at least one common open space area that meets the standards of Subsection (D) of this Section below.
- B. **Usability.** A surface shall be provided that allows convenient use for residents’ outdoor living and/or recreation activities. Such surface shall be any practicable combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. The slope shall not exceed 10 percent. Off-street parking and loading areas, driveways, and service areas shall not be counted as usable open space. Open space on a roof or deck shall include safety railings or other protective devices that meet but do not exceed the minimum height required by the Antioch Building Code.
- C. **Design Standards—Private Open Space.**
 1. **Accessibility.** Private usable open space shall be accessible to only one living unit by a doorway or doorways to a habitable room or hallway of the unit.
 2. **Minimum Dimensions.** Private usable open space located on the ground level (e.g., yards, decks, patios) shall have no horizontal dimension less than 10 feet. Private open

space located above ground level (e.g., balconies) shall have no horizontal dimension less than six feet.

3. **Openness.** There shall be no obstructions over ground-level space except for devices to enhance the usability of the space. Above ground-level space shall have at least one exterior side open and unobstructed for at least eight feet above floor level, except for incidental railings and balustrades. No more than 50 percent of the ground-level space may be covered by a private balcony projecting from a higher floor.
4. **Enclosure.** Ground-level space shall be screened from abutting lots, streets, alleys, and paths, from abutting private ways, and from other areas on the same lot by a building wall, by dense landscaping not less than five and one-half feet high and not less than three feet wide, or by a solid or grille, lumber or masonry fence or wall not less than five and one-half feet high, subject to the standards for required landscaping and screening in Chapter TBD. Screening may be reduced to three and one-half feet in height to avoid interfering with a beneficial outward and open orientation or view if there is no building located opposite and within 50 feet of the screening.

D. **Design Standards—Common Open Space.**

1. **Accessibility.** Common usable open space shall be accessible to all the dwelling units on the lot.
2. **Rooftops.** No more than 20 percent of the total area counted as common open space may be provided on a roof.
3. **Facilities.** Common areas may consist of open landscaped areas and gardens, natural areas with trails, patios, swimming pools, picnic and barbeque areas, playgrounds, community gardens, or other such improvements as are appropriate to enhance the outdoor environment of the development. Required components are as follows:
 - a. **Seating.** Common usable open space shall include seating.
 - b. **Play Areas.** Developments that include 15 or more units of at least one bedroom or more must include children’s play areas and play structures. This requirement does not apply to senior housing developments.
4. **Openness and Buildings.** There shall be no obstructions above the open space except for devices to enhance the usability of the space. Buildings and roofed structures with recreational functions (e.g., pool houses, recreation centers, gazebos) may occupy up to 20 percent of the area counted as common open space.
5. **Minimum Dimensions.** Common usable open space located on the ground level shall have no horizontal dimension less than 20 feet. If such ground-level open space is located within 10 feet of a building façade, the minimum dimension shall be no less than the height of the adjacent building. Common upper-story decks shall have no dimension less than 10 feet. Roof decks shall have no horizontal dimension less than 15 feet.
6. **Visibility.** At least one side of the common open space shall border residential buildings with transparent windows and/or entryways.
7. **Pedestrian Pathways.** Pedestrian walkways shall connect the common open space to a public right-of-way or building entrance.

8. Enclosure. Common usable open space that is designed as a children's play area or is likely to be used by children shall be screened from abutting streets by dense landscaping up to five and one-half feet high and not less than three feet wide, or by a solid or grille, lumber or masonry fence or wall up to five and one-half feet high, subject to the standards for required landscaping and screening in Chapter TBD. Screening may be reduced to three and one-half feet in height to avoid interfering with a beneficial outward and open orientation or view if the play area is not located on an arterial or collector street and if there is no building located opposite and within 50 feet of the screening.

§ 9-5.707 STORAGE SPACE.

Each unit in a multi-family dwelling shall be provided with a separate, enclosed, lockable storage space reserved for the occupants of the dwelling unit. Such storage space shall be located in a garage, storage building, or enclosed individual storage space. Each storage space shall be at least 250 cubic feet in volume and shall have no interior dimension less than four feet.

§ 9-5.708 LANDSCAPING.

In addition to the standards of Article 10, Landscaping and Irrigation, and the Water-Efficient Landscape Ordinance, multi-family dwellings shall comply with the following standards:

- A. Minimum Landscaped Area. A minimum of 25 percent of any building site shall be landscaped.
- B. Landscaping of Front Yards. All portions of required front yards, except those areas occupied by pedestrian or vehicular access ways, shall be landscaped.
- C. Materials. Landscaping shall include plant materials of varying height and may incorporate a combination of groundcovers, shrubs, vines, trees, and garden areas. Landscaping may also include incidental features such as stepping stones, benches, fountains, sculptures, decorative stones, or other ornamental features, placed within a landscaped setting.
 1. Ground Cover Materials. Ground cover shall be of live plant material. Pervious non-plant materials such as permeable paving, gravel, colored rock, cinder, bark, and similar materials shall not cover more than 10 percent of the required landscape area. Mulch must be confined to areas underneath shrubs and trees and is not a substitute for ground cover plants.
 2. Size and Spacing. Plants shall be of the following size and spacing at the time of installation:
 - a. Ground Covers. Ground cover plants other than grasses must be at least four-inch pot size. Areas planted in ground cover plants other than grass seed or sod must be planted at a rate of at least one per 12 inches on center.
 - b. Shrubs. Shrubs shall be a minimum size of one gallon.
 - c. Trees. Trees shall be a minimum of 15 gallons in size with a one-inch diameter at breast height (dbh). Specimen trees of 36-inch or greater box size are encouraged. At least one specimen tree with a 24-inch or larger box size shall be

planted in the landscaped area of the front setback. Trees (center of trees) shall be located a minimum of six feet from water meters, gas meters and sewer laterals; eight feet from any driveway, fire hydrant, fire sprinkler, or standpole connection; and 15 feet from any curb return at an intersection, utility pole, or street light.

- D. **Tree Protection.** Newly planted trees shall be supported with double stakes or guy wires. Root barriers shall be required for any tree placed within 10 feet of pavement. (See also 9-5.1210, Regulations on Tree Locations, and 9-5.1208, Definition of Restricted Trees.)

§ 9-5.709 PROCEDURES.

The Planning Commission may allow modifications to the dimensional requirements, design standards, and other requirements of this article when so doing is consistent with the purposes of the General Plan and the district and would, because of practical difficulties, topography, and similar physical conditions, result in better design, environmental protection, and land use planning. The Zoning Administrator may review and approve modifications that are requested because a lot is substandard. All other modifications shall require Planning Commission approval. All modifications under this section shall be processed as use permits pursuant to the procedures of Article 27 of this Code.

- A. **Required Findings for Approval.** In addition to any findings required by Section 9-5.270-3 of this Code, the Administrator or the Planning Commission may only approve a modification to the requirements of this article based on the following findings:
1. The project is consistent with the General Plan and any applicable area or specific plan.
 2. The modification meets the intent and purpose of the applicable zone district and is in substantial compliance with the district regulations.
 3. The modification is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance including the architectural or historical significance of the structure, and building or site features that will demonstrably reduce use of nonrenewable energy resources or greenhouse gas emissions.
 4. There are no alternatives to the requested modification that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the general public.
 5. The granting of the requested modification will not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Ordinance.
 6. If the modification is requested because it will result in superior or more sustainable design, the review authority must also make the following findings:
 - a. The proposed design is of superior quality or is intended to incorporate features that would demonstrably reduce use of nonrenewable energy resources or greenhouse gas emissions;

- b. The structure is an existing residential building and the alteration or addition is intended to increase the habitability and function of the structure, is compatible with the existing neighborhood character, will not substantially interfere with the privacy, sunlight, or air available to neighboring residential uses; and
 - c. The proposed design has been reviewed and approved pursuant to Article 26: Design Review Duties and Responsibilities, of this Ordinance.
- B. **Conditions of Approval.** In approving a modification, the Planning Commission may impose reasonable conditions deemed necessary to:
- 1. Ensure that the proposal conforms in all significant respects with the General Plan and with any other applicable plans or policies adopted by the City Council;
 - 2. Achieve the general purposes of this Ordinance or the specific purposes of the zoning district in which the project is located;
 - 3. Achieve the findings for a modification granted; or
 - 4. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the California Environmental Quality Act.
- C. **Appeals, Expiration, Extensions, and Modifications**
- 1. Appeals. The applicant or any other aggrieved party may appeal a decision on a modification in the same manner as a Use Permit as provided for in Article 27, Design Review, Use Permits, Administrative Use Permits and Variances.
 - 2. Expiration, Extensions, and Modifications. Modifications granted under this chapter are effective and may only be extended or modified as provided for in Article 27.
- D. **Applicability.** These procedures are not applicable to a project that is entitled to a density bonus concession or waiver pursuant to Article 34, Senior Housing Overlay District, or Article 35, Density Bonus Program, of this Code and may not be used to approve an increase in maximum density or reduction in required parking or to approve a use that is not permitted on the site proposed for development.

SECTION 6. Chapter 5, Article 17 (Parking Requirements), of the Antioch Municipal Code is hereby amended to read as follows:

[The following text includes only the sections of Article 17, Parking Requirements, to which an amendment is proposed or that help provide context for the proposed amendments. Where sections are omitted from this draft, an ellipsis (...) is used to indicate text omissions. The entire existing table of parking ratios is not shown here because the only changes proposed to the parking ratios are the inclusion of the table endnote about the ratio for senior housing, which makes reference to the new parking reduction section, and the new requirements for parking for emergency shelters. In addition, the following text, which now appears in Section 9-5.1704, would be inserted before the table to explain how the table shall be used.]

§ 9-5.1701 PURPOSE

The specific purposes of the off-street parking and loading regulations are to:

- A. Ensure that off-street parking and loading facilities are provided for new land uses and for enlargements of existing uses in proportion to the need for such facilities created by each use.
- B. Establish parking standards for commercial uses consistent with need and with the feasibility of providing parking on specific commercial sites.
- C. Ensure that off-street parking and loading facilities are designed in a manner that will ensure efficiency, protect the public safety, and where appropriate, insulate surrounding land uses from adverse impacts.
- D. Contribute to a balanced transportation system with a choice of transit, bicycle, pedestrian, and private automobile modes.
- E. Encourage the use of bicycles by providing safe and convenient places to park bicycles.
- F. Facilitate the development of common parking areas that serve multiple establishments or uses.
- G. Minimize the area of land consumed by parking by allowing reductions to the number of required spaces near major transit stations, for uses with lower parking demand characteristics, and for shared parking facilities serving uses with different peak demand times.

§ 9-5.1702 BASIC REQUIREMENTS.

- A. At the time of initial occupancy of a site, construction of a structure, or alteration or enlargement of a site or structure, off-street parking facilities and off-street loading facilities shall be provided in accord with the regulations prescribed in this chapter. Any building or structure moved from one lot to another shall provide parking as required for a new building.
- B. The number of additional parking spaces or loading berths required for an alteration or enlargement of an existing use or structure, or for a change of occupancy, shall be provided before the alteration, enlargement, or change of occupancy is allowed.
- C. Off-street parking and loading facilities required by this article for any use shall not be considered as providing parking spaces or loading berths for any other use except where a shared parking arrangement applies or a joint facility exists. Such a facility shall contain not less than the total number of spaces or berths as required individually, or fewer spaces may be permitted where adjoining uses on the same site have different hours of operation and the same parking spaces or loading berths can serve both without conflict, according to the procedures and required findings of Section 9-5.1704, Parking Reductions. ~~A determination of the extent, if any, to which joint use will achieve the purposes of this chapter shall be made by the Zoning Administrator, who may require the submission of survey data necessary to reach a decision.~~
- D. Parking ratios for shopping center uses shall assume 90 percent of the available spaces are located at the front of a building. No more than 10 percent of the required parking is to be provided at the rear of a building and this parking should be designated and enforced as employee parking.
- E. If, in the application of the requirements of this chapter, a fractional number is obtained, one parking space or loading berth shall be required for a fraction of more than one-half, and no space or berth shall be required for a fraction of one-half or less.

- F. Any off-street parking specifically required for a given use shall be without charge.
- G. Off-street parking must be located on the same site as the use it serves, except where off-site parking has been approved according to the procedures and standards of Section 9-5.1705, Off-Site Parking Facilities.

...

§ 9-5.1703.1 OFF-STREET PARKING REQUIREMENTS BY USE

Off-street motor vehicle parking spaces shall be provided according to the following table. Each land use shall be provided with at least the number of off-street parking spaces stated in the table.

When the table does not list a proposed use, the Zoning Administrator shall determine the most appropriate equivalent use and the number of parking and loading spaces required. In order to make this determination, the Zoning Administrator may require the submission of survey data from the applicant or direct a study to be conducted at the applicant's expense. The Administrator's determination may be based on the most recent data published by the Institute of Transportation Engineers or comparable analyses.

TABLE 9-5.1703.1 OFF-STREET PARKING REQUIRED	
<i>Use Classification</i>	<i>Off-Street Parking Spaces</i>
RESIDENTIAL	
Multi-family residential	1.5 spaces per unit up to 2 bedrooms; one space to be covered 2 spaces per unit 3 bedrooms; one space to be covered plus one space per 5 units for guest parking (Applies to all multi-family units)
Convalescent facilities	1 per 2 residents
Single-family residential (attached)	2 spaces per unit, one of which must be covered, plus one space per 5 units for guest parking
Single-family residential (detached)	2 spaces per unit in a garage, plus one guest parking space on the street within close proximity to the unit served
Elderly residential (Senior Housing Overlay) ^A	.75 covered space per unit, plus guest parking as determined during project review
PUBLIC AND SEMI-PUBLIC	
Clubs and lodges	1 per 100 sq. ft. of floor area, which is used for assembly purposes
<u>Emergency shelters</u>	<u>1 space per employee on the largest shift plus 0.30 spaces per bed</u>

TABLE 9-5.1703.1 OFF-STREET PARKING REQUIRED	
<i>Use Classification</i>	<i>Off-Street Parking Spaces</i>
...	...
Notes: ^A Parking for the elderly <u>senior housing projects</u> may be reduced during project review to less than 0.75 space per unit based upon residents' ages and vehicle ownership patterns and must be documented by studies prepared by the project proponents, <u>according to the procedure and findings in Section 9-5.1704, Parking Reductions.</u> ^B For a service station combined with a food mart, one space per 250 square feet of retail sales area shall be provided (office and bathroom areas may be excluded from calculations) in addition to the required employee parking, and service bay parking, if any. In no case shall there be less than four spaces provided for a service station or six spaces provided for a service station combined with a food mart. If combined with a towing service, in addition to the above requirements, one additional space per towing vehicle shall be provided at the rear of the site.	

§ 9-5.1704 UNSPECIFIED USES PARKING REDUCTIONS.

~~Where the use is not specified in the table the Zoning Administrator shall determine the probable equivalent use and the number of parking and loading spaces required. In order to make this determination, the Zoning Administrator may require the submission of survey data from the applicant or direct a study to be conducted at the applicant's expense. The use of I.T.E. studies may be incorporated into the analysis.~~

(Ord. 897 C-S, passed 10-25-94)

- A. **Purpose.** The purpose of this section is to establish procedures and criteria for allowing reductions to the number of required automobile parking spaces for projects that are anticipated to generate lower-than-usual parking demand due to factors such as proximity to major transit stops and stations, the characteristics of the use, or implementation of transportation demand management measures, as well as for shared parking facilities serving uses with different peak demand times. These provisions are also intended to allow modifications to parking standards when necessary to preserve the architectural or historical character of a structure or property.
- B. **Qualifying Projects.** Reduced parking requirements may be considered for the following types of projects:
 - 1. **Senior Housing.** The required parking for a senior housing development may be reduced below the normally required 0.75 spaces per dwelling unit for projects anticipated to generate lower parking demand due to vehicle ownership patterns of the residents and/or characteristics of the project (e.g., proximity to commercial services, proximity to public transportation systems).
 - 2. **Shared (Joint) Parking Facilities.** Parking facilities that are cooperatively established and operated to serve multiple uses and these uses generate parking demands primarily during hours when the remaining uses are not in operation.
 - 3. **Transit-Supportive Development.** Residential or mixed-use projects that contain no more than 50 dwelling units and are located within one-half mile of a major transit stop.

4. **Infill Sites.** Residential or mixed-use projects that contain no more than 30 dwelling units and are located on infill sites.
 5. **Uses Near Public Parking Facilities.** Uses located within one-quarter mile of a publicly accessible parking facility, the use of which is not limited to a specific business or activity during the use's peak parking demand. Such parking facilities shall meet the requirements of Section 9-5.1705, Parking Location/Off-Site Parking Facilities.
 6. **Projects Incorporating TDM Measures.** Projects for which the developer proposes a set of transportation demand management (TDM) measures—such as rideshare programs, shuttle services, bicycle trip-end facilities, staggered work shifts, and telecommuting programs—projected to reduce parking demand generated by the use. Such projects shall be required to document the implementation and impacts of such programs, as described in subsection (L), Monitoring of TDM Programs, below.
 7. **Historic Structures.** Projects for which allowing a reduction in the number of required spaces (and/or modifications to dimensional requirements for parking areas) will facilitate the re-use of an existing building that is an historic resource as defined by the State Public Resources Code or is a designated historic building.
- C. **Procedure.** A request for a reduction to the number of parking spaces consistent with the requirements of this section shall be processed as a use permit, according to the procedures of Article 27. Any parking reduction that is not in accordance with this section (i.e., is not a qualifying project pursuant to subsection (B) or cannot meet the findings for approval in subsection (D)) shall require a variance.
1. **Application Materials.** In addition to other application materials required for the consideration of the use permit, the Zoning Administrator may require submission of a parking demand study prepared by an independent traffic engineering professional approved by the City that substantiates the basis for granting a reduction in required parking spaces.
 2. **Parking Demand Study.** In order to evaluate a proposed project's compliance with the required findings for approval, the Zoning Administrator may require submittal of a parking demand study that substantiates the basis for granting a reduced number of spaces and includes any of the following information:
 - a. Total square footage of all uses within existing and proposed development and the square footage devoted to each type of use.
 - b. A survey of existing on-street and on-site parking within 350 feet of the project site.
 - c. Parking requirements for the net change in square footage and/or change in use, based on the requirements of Section 9-5.1703.1, Off-Street Parking Requirements by Use.
 - d. Estimated net change in parking demand between existing and proposed development, using any available existing parking generation studies from the Institute for Transportation Engineers (ITE) or other sources. If appropriate parking demand studies are not available, the City may require the applicant to conduct a parking demand survey of a development similar to the proposed project.

- e. Comparison of proposed parking supply with parking requirements and net change in parking demand.
- f. A shared parking analysis, as appropriate.
- g. A description of proposed Transportation Demand Management measures, such as preferential carpool spaces, telecommuting or staggered work shifts, provision of transit passes or other transit incentives for residents or employees, incorporation of spaces for car share vehicles, bicycles, or other measures that will result in reduced parking demand.
- h. Other information as required by the City.

D. **Required Findings for Approval.** In addition to the required findings for approval of any use permit in Section 9-5.2703, Required Findings, an application for a use permit for a parking reduction may only be approved if the Zoning Administrator or the Planning Commission makes all of the findings of this section that are applicable to the particular project, as stated.

- 1. **All Projects.** For any project for which a parking reduction is requested, the Zoning Administrator or the Planning Commission must make all of the following findings based on information in the record:
 - a. The use will adequately be served by the proposed parking;
 - b. Parking demand generated by the project will not exceed the capacity of or have a detrimental impact on the supply of on-street parking in the surrounding area; and
 - c. If required, a parking demand study prepared by an independent traffic engineering professional approved by the City supports the proposed reduction.
- 2. **Shared (Joint) Parking.** Where a shared parking facility serving more than one use is proposed, the Zoning Administrator or Planning Commission may only approve a parking reduction if it finds that:
 - a. The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;
 - b. The proposed shared parking to be provided will be adequate to serve each use;
 - c. A written agreement between landowner(s) and the City, in a form satisfactory to the City Attorney, has been submitted to and approved by the Zoning Administrator. This agreement shall be in a form capable of and subject to being recorded to constitute a covenant running with the land and shall include:
 - i. A guarantee that there will be no substantial alteration in the uses that will create a greater demand for parking;
 - ii. A guarantee among the landowner(s) for access to and use of the shared parking facilities;
 - iii. A provision that the City may require parking facilities in addition to those originally approved upon a finding that adequate parking to serve the use(s) has not been provided; and

- iv. A provision stating that the agreement shall not be modified or terminated without the approval of the Community Development Director and City Attorney.
3. **Other Parking Reductions.** For applications for a parking reduction that do not involve a shared parking facility, the Zoning Administrator or Planning Commission may only approve a use permit if it finds that special conditions—including, but not limited to, the nature of the proposed operation; proximity to frequent transit service; transportation characteristics of persons residing, working, or visiting the site; or because the applicant has undertaken a transportation demand management program—will reduce parking demand at the site below the level of the normal requirement.
- E. **Monitoring of TDM Programs.** Any project that is granted a parking reduction on the basis of TDM measures that will be incorporated to reduce parking demand shall submit an Annual Status Report to the City. The report shall be in a manner prescribed by the Zoning Administrator, and shall describe the implementation and maintenance of TDM measures and the parking demand generated by the project. Annual Status Reports will be reviewed to determine if property owners have implemented and/or maintained the TDM Program. City staff may request auditable documentation to determine compliance.
- 1. **Revocations.** A use permit issued to allow a parking reduction may be revoked by the Planning Commission according to the procedure in Section 9-5.2707.1, Violation, Revocation, Fine. After holding a hearing, the Planning Commission may revoke or modify the use permit for a parking reduction if any one (or more) of the following findings are made:
 - a. The use permit was obtained by misrepresentation or fraud.
 - b. The land use for which the permit was granted has ceased or has been suspended for six or more consecutive calendar months.
 - c. The conditions of the permit have not been met, or the permit granted is being or has recently been exercised contrary to the terms of the approval or in violation of a specific statute, ordinance, law or regulation.

§ 9-5.1705 SHARED OFF-SITE PARKING FACILITIES.

Required parking spaces shall be located on the same lot as the use they serve. However, this requirement may be modified to allow a parking facility serving one or more non-residential uses located on a site other than the site of one or more such use(s) according to the requirements of this section. Such a modification shall be processed as a use permit pursuant to the procedures of Article 27, and a decision on the application shall be rendered by the Planning Commission.

A. **Standards.**

- 1. **Uses Served.** An off-site parking facility may only serve non-residential uses.
- 2. **Location.** Any off-site parking facility must be located within 400 feet, along a paved wheelchair-accessible walk, of the principal entrance containing the use(s) served.

3. **Parking Agreement.** A parking agreement subject to review and approval by the City Attorney shall be submitted. The parking agreement shall be in one of the two following forms and shall not be modified or terminated without the approval of the Community Development Director and City Attorney:

a. A covenant running with the land or an easement, subject to the approval of the City Attorney, and recorded in the County Recorder's Office. The owner of record of the proposed off-site parking facility shall submit a title report for the parcel and a covenant running with the land, or an easement, that describes the parcel and obligates it for parking purposes free and clear of exceptions that would interfere with the use, describes the obligation of the party to maintain the parking facility, and describes the parking facility by a parking diagram; or

b. A parking lease agreement for the proposed off-site parking facility that is signed by both the permittee and property owner or agent of the property owner authorized to bind the owner, subject to the approval of the City Attorney, and recorded in the County Recorder's Office. The parking lease agreement shall run with the use and state the number of spaces subject to the lease and the days and hours of operation when the parking will be leased, term/duration of the lease, and include a description of the facility, including a parking diagram.

B. **Findings for Approval.** The Planning Commission may only approve a use permit to allow an off-site parking facility to meet the parking requirements for a use if it finds that all of the following are true:

1. The applicant has demonstrated that the off-site parking will be available to the use, and that no substantial conflict will exist in the principal hours or periods of peak parking demands of any uses which are proposed to share the parking.

2. Access to the site is adequate to accommodate the proposed off-site parking and any resulting excess traffic to the facility.

3. The design, location, size and operating characteristics of the proposed off-site parking facility are compatible with the existing and future land uses on-site and in the vicinity of the subject property;

4. The establishment, maintenance, or operation of the proposed parking at the location proposed will not endanger, jeopardize, or otherwise constitute a nuisance for persons residing or working in the neighborhood of the proposed parking lot or structure;

5. Any proposed valet parking use, if included, will not generate excessive traffic on surrounding public streets and will not utilize any residential street.

~~C. A use permit may be approved for shared parking serving more than one use or site and located in a district in which parking for the uses served is a permitted or conditional use. A use permit for shared off-street parking may reduce the total number of spaces required by this chapter if the following findings are made:~~

6. The shared parking spaces will be available for as long as the uses requiring the spaces are in operation;

7. The peak hours of parking demand for all of the uses sharing parking do not conflict so that peak demand is greater than the parking provided;

8. A written agreement between land-owner(s) and the City, in a form satisfactory to the City Attorney as set forth in Section 9-5.1705(A)(3) of the Zoning Ordinance. This agreement shall be in the form capable of and subject to being recorded to constitute a covenant running with the land. and shall include:
- a. ~~A guarantee that there will be no substantial alteration in the uses that will create a greater demand for parking;~~
 - b. ~~A guarantee among the land owner(s) for access to and use of the shared parking facilities;~~
 - e. ~~A provision that the city may require parking facilities in addition to those originally approved upon a finding by the Zoning Administrator that adequate parking to serve the use(s) has not been provided; and~~
 - d. ~~A provision stating that the City, acting through the Zoning Administrator, may for due cause and upon notice and hearing, unilaterally modify, amend, or terminate the agreement at any time.~~
- C. An applicant for a use permit for shared parking may be required to submit survey data substantiating a request for reduced parking requirements. A use permit for shared parking shall describe the limits of any area subject to reduced parking requirements and the reduction applicable to each use.

§ 9-5.1705.1 TANDEM PARKING.

Tandem parking may be permitted to satisfy the off-street parking requirement in accordance with the following requirements.

- A. No more than two vehicles shall be placed one behind the other.
- B. Both spaces shall be assigned to a single dwelling unit or non-residential establishment.
- C. Tandem parking to meet required parking for non-residential uses may be used for employee parking; the maximum number of tandem parking spaces shall not exceed 50 percent of the total number of spaces. When tandem parking is used to meet retired parking for non-residential uses the applicant shall provide valet parking or establish a system to facilitate retrieval of parked vehicles.
- D. Tandem parking to meet required parking for multi-unit development shall be located within an enclosed structure; the maximum number of tandem parking spaces shall not exceed 50 percent of the total number of spaces.
- E. Tandem parking shall not be used to meet the guest parking requirement.

...

9-5.1707 BICYCLE PARKING.

- A. Bicycle parking spaces shall be provided in all districts as required by this section.
- B. The following minimum off-street bicycle parking facilities shall be required for all new or expanded developments:

1. Office uses. One bicycle parking space for every 15 off-street vehicle parking spaces required.
 2. Commercial, retail, wholesale, and industrial uses. One bicycle parking space for every 25 off-street vehicle parking spaces required.
 3. Restaurant. One bicycle parking space for every 50 off-street vehicle parking spaces required.
 4. Restaurant (fast food). Five bicycle parking spaces per establishment.
 5. Hospitals. One bicycle parking space is required for every 50 off-street vehicle parking spaces required.
 6. **Emergency shelters. One bicycle parking space is required for every 10 beds.**
- C. For each bicycle parking space required, a stationary object shall be provided to which a user can secure both wheels and the frame of a bicycle with a six-foot cable and lock. The stationary object may be either a freestanding bicycle rack or a wall-mounted bracket, as approved by the Zoning Administrator.
- D. Bicycle parking spaces shall be located near the entrances to major tenants but out of the travelled pathway.

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§ 9-5.1717 GARAGE AND CARPORT DESIGN.

A. Residential Garage Design.

1. Minimum dimensions for residential enclosed garage (inside dimensions between walls):

Single-car garage	10' x 20'
Side by Side double-car garage	20' x 20'
Tandem double-car garage	10' x 40'

2. Exterior design must be architecturally compatible with the main building.
3. Any garage serving a multi-family dwelling or single-family attached dwelling that is visible from a street shall be limited in width to no more than 50 percent of the width of the façade of the residential dwelling; consistent with Section TBD, Garage Frontage. For the purposes of this requirement, garage width is considered the width of that portion of a building facade that is backed by a garage space. This dimension is measured from midpoint to midpoint of any enclosing walls that are perpendicular to the garage door or entry.

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SECTION 7. Chapter 5, Article 34 (Senior Housing Overlay District), of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

§ 9-5.3401 PURPOSE.

The Senior Housing Overlay District (SH) is established to implement the State Density Bonus Law as it applies to senior citizens and to provide additional incentives to implement the General Plan Goals and

Policies for the development of Senior Citizen Housing, Developments, as defined in the State Density Bonus Law, especially for low and very low income individuals. Through density bonus options and other incentives, this chapter allows higher densities and more flexible design standards, reflecting the unique needs of an elderly population and providing more affordable units to the growing number of senior citizens that live on a small fixed income. The final interpretation of eligibility and applicability of any and all density bonuses is reserved for the City Council. (Ord. 897-C-S, passed 10-25-94)

§ 9-5.3402 DENSITY BONUS AND INCENTIVES PERMITTED.

- A. A developer agreeing to construct ~~at least 50% of a project's total~~ a senior housing development housing units for senior citizens shall be granted an increase of ~~25%~~ 20% above the site's base density and an additional incentive or financially equivalent incentive(s) pursuant to the requirements of the State Density Bonus Law and Section 9-5.3502 of this Ordinance.
- B. The Senior Housing Overlay District may be combined with single-family, duplex, restricted multiple-family, or multiple-family residential zoning districts and applies to housing developments consisting of five or more dwelling units.

§ 9-5.3403 ADDITIONAL INCENTIVES.

- A. The additional density bonus incentives available to developers of senior housing are presented in Figures 9, 10 and 11 of division (C). Figure 9 of division (C) computes the new base density for each affected residential density including mixed commercial residential. Figure 10 of division (C) lists the base density bonus for senior projects and the additional bonuses for projects including low income and very low income seniors. A 70% maximum density increase is permitted for combined low/very low income project. Figure 11 of division (C) lists density bonus incentives based on lot size and site locational services. Each individual locational service bonus can range from 1%-5% with a combined maximum of 20%.
 - 1. Conditions for additional incentives. The cumulative density bonus for an individual project shall not exceed twice the base density, or a maximum total density of 60 dwelling units per acre, whichever is less. The total percent density bonus shall be determined by the City Council on a case by case basis. To qualify for a senior housing density bonus and additional density bonus incentives, the project must provide a minimum of 50% housing for seniors as defined in Cal. Gov't Code § 65915. The percentages used to determine the density bonus (i.e., percent senior units, percent low income, and percent very low income) are to be reflected in the composition of the total project.
 - 2. Financially equivalent incentives. The Senior Housing Overlay District allows for the "financially equivalent incentive" mandated by the State Density Bonus Law through the increase in the permitted density of the base zoning district and the minimum density bonus illustrated in Figure 10 of division (C). "Financially equivalent incentive" calculations are based only upon the minimum bonus required by the State Density Bonus Law.

B. Density bonus incentive figures.

FIGURE 9 TABLE 9-5.3403-1: NEW BASE DENSITY

<i>General Plan Designation</i>	<i>General Plan Density (Dwelling Units/Acre)</i>	<i>New Base Density (Dwelling Units/Acre)</i>
Low	4 du/ac	5 du/ac
Medium low	6	8
Medium	10	13
Medium high	15	19
High	20	25
Mixed commercial/residential	20	25
Rivertown; Subpart B	6-25 (45)*	8-25 (45)*

* Maximum permitted density is 20 dwelling units per gross developable acre except in that area bounded by "I," Second and "E" Streets, and the Atchinson, Topeka and Santa Fe Railroad where a maximum density of 45 dwelling units per gross developable acre may be permitted with use permit approved by the Planning Commission.

TABLE 9-5.3403-2: DENSITY BONUS CALCULATIONS FOR ADDITIONAL INCENTIVES

% Senior Units	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
% Density Bonus	—	—	—	—	25%	25%	25%	25%	25%	50%
% Low Income	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
% Density Bonus	—	25%	25%	30%	30%	35%	35%	40%	40%	50%
% Very Low Income	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
% Density Bonus	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%

70% maximum density increase permitted for combined low/very low income projects.

FIGURE 11

TABLE 9-5.3403-2: DENSITY BONUS

Full block/large parcel Site > 2 acres	30%
Parcel assembly-Site up to 2 acres	20%
Additional amenities and proximity to services*	Up to 5%

* Planning Commission may approve up to 5% density bonus may be granted for the projects in close proximity of each to one or more of the following services or offering the listed amenities provided the combined density bonus shall not exceed 20%.

Proximity shall be evaluated based upon closeness or convenience of services primarily ~~from~~ from a seniors pedestrian's perspective:

- Public transportation
- Senior center
- Grocery store
- Health care
- Pharmacy
- ~~Church~~ Religious assembly use
- Banking services
- Retail services
- Secured parking on site
- Van service on site

§ 9-5.3404 DEVELOPMENT STANDARDS.

(A) The Senior Housing Overlay District will comply with the underlying zoning district standards with exceptions permitted regarding parking, site coverage, and building height. The City parking requirement for independent living and congregate care senior housing is .75 parking space per dwelling unit. A reduction in the parking ratio for residential care or convalescent facility projects may be considered pursuant to Section 9-5.1704, Parking Reductions. Site coverage and building height are a function of the nature of the surrounding area, the base zoning district, and the number and size of units permitted and will be addressed on a project by project basis. The building height for single-family and duplex projects shall not exceed two stories and the building height for higher density projects shall not exceed three stories.

(B) The desirability of site amenities and architectural treatments such as decks, tile roofs, pools, and air conditioners will also be considered in relation to the affordability of the senior project.

§ 9-5.3405 REVIEW PROCESS.

Applications for senior housing projects will be submitted to the Community Development Department for processing and must include a map indicating the proximity to services specific to senior citizen needs. In addition to the request for the Senior Housing Overlay District rezoning, all senior housing projects will require use permit and design review approval. Each rezoning and use permit application is reviewed by the Planning Commission, with the Senior Housing Overlay District designation subject to final approval by the City Council. The latter will require a finding that the project is consistent with the intent of the land use and development regulations of the underlying zoning district in relation to the provisions of the Senior Housing Overlay District.

§ 9-5.3406 SENIOR HOUSING DENSITY BONUS AGREEMENT.

(A) Each senior housing development which receives a bonus density will be required to execute a Senior Housing Density Bonus Agreement pursuant to the requirements of Section 9-5.3503, Density Bonus Agreement, prior to the issuance of building permits, in which the project sponsor will be obligated, on behalf of itself and its successors and assigns, to dedicate a specific number of units to senior housing and, where appropriate, to low and very low income seniors. Where appropriate, rent schedules and sales prices will be required to assure affordability to the targeted income group (i.e., those units targeted for lower income house-holds shall be affordable at a rent that does not exceed 30% of 60% of area median income and those targeted for very low income shall be affordable at a rent that does not exceed 30% of 50% of area median income). The project shall remain available to the respective income group for a period of not less than 30 years or alternatively to a period specified by the financing authority, whichever is lengthier. This agreement will be recorded and enforceable by the city, and will provide prospective future buyers/ assignees with notice that this provision exists.

(B) If at any time in the future a change in the project from senior housing to non-senior housing is anticipated, no entitlement to the existing number of dwelling units shall be assumed, and a new use permit will be required.

SECTION 8. Chapter 5, Article 35 (Non-Senior Housing Density Bonus Program), of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

ARTICLE 35: ~~NON-SENIOR HOUSING DENSITY BONUS PROGRAM~~

§ 9-5.3501 PURPOSE.

The Density Bonus Program is intended to implement the State Density Bonus Law in compliance with the requirements of Sections 65915 and 65917 of the California Government Code and the adopted Housing Element of the Antioch General Plan ~~aid the city in meeting its non-senior housing goals~~ by providing incentives which will encourage developers to construct affordable housing to benefit lower income ~~families~~households. All terms have the same meaning as the definitions in Sections 65915 and 65917 unless otherwise defined by this Code.

~~(Ord. 897 C-S, passed 10-25-94)~~

§ 9-5.3502 DENSITY BONUS AND INCENTIVES PERMITTED.

A. A Developer agreeing to construct at least 20% of a project's total housing units for lower-income households or 10% of the total units for very low-income households shall be granted an increase of 5% to 35% over the maximum residential density otherwise permitted, depending on the level of affordability, the percentage of units that are affordable, and the inclusion of child care facilities, and owner occupancy requirements in the Housing Development project. ~~25% above the site's base density and an additional incentive or financially equivalent incentive(s).~~ The provisions of this section density bonus shall apply to the construction of projects that include housing units consisting of five or more dwelling units as follows: For density bonuses relating to condominium conversions see Article 31 of this chapter.

1. Very Low- and Lower-Income Housing and Senior Housing. A Housing Development is eligible for a 20 percent Density Bonus if the Developer seeks and agrees to construct at least one of the following:
 - a. Ten percent of the total units as Density Bonus BMR Units affordable to Low-income Households at an Affordable Rent or Affordable Ownership Cost; or
 - b. Five percent of the total units as Density Bonus BMR Units affordable to Very Low-income Households at an Affordable Rent or Affordable Ownership Cost; or
 - c. A Senior Citizen Housing Development.
2. Moderate-Income Housing. A Housing Development is eligible for a five percent Density Bonus if the applicant seeks and agrees to construct 10 percent of the total units as for-sale Density Bonus BMR Units affordable to Moderate-income Households, if the Residential Development also meets all of the following additional criteria:
 - a. The Housing Development is a common interest development as defined by Section 1351 of the California Civil Code;
 - b. All of the dwelling units in the Housing Development are offered to the public for purchase; and
 - c. The Density Bonus BMR Units are offered for sale at Affordable Ownership Cost.
3. Additional Density Bonus. The Density Bonus for which the Housing Development is eligible shall increase if the percentage of Very Low-, Low-, and Moderate-income Density Bonus BMR Units exceeds the base percentage established in subsections (A)(1) and (A)(2) of this section, as follows:

TABLE 9-5.3502: DENSITY BONUS SUMMARY TABLE

<u>Income Category</u>	<u>Minimum Density Bonus BMR Units</u>	<u>Bonus Granted</u>	<u>Additional Bonus for Each 1% Increase in Density Bonus BMR Units</u>	<u>Density Bonus BMR Units Required for Maximum 35% Bonus</u>
Very Low-Income	5%	20%	2.5%	11%
Low-Income	10%	20%	1.5%	20%
Moderate-Income (for-sale common interest development only)	10%	5%	1%	40%
Senior Citizen Housing Development	100%	20%	=	=

B. Density Bonus for Land Donation, Child Care Facility, or Condominium Conversion.

1. A Housing Development may be eligible for a Density Bonus for land donation pursuant to the requirements set forth in Government Code Section 65915(g).
2. A Housing Development that contains a childcare facility as defined in Government Code Section 65915(h) may be eligible for an additional Density Bonus, Concession, or Incentive pursuant to the requirements set forth in Section 65915(h).
3. Condominium conversions may be eligible for a Density Bonus, Concession, or Incentive pursuant to the requirements of Government Code Section 65915.5 and Article 31 of this chapter.

C. Calculation of Density Bonus

1. Each Housing Development is entitled to only one Density Bonus, which may be selected based on the percentage of either Density Bonus BMR Units affordable to Very Low-income Households, Low-income Households, or Moderate-income Households, or the Housing Development’s status as a Senior Citizen Housing Development except as provided in Article 34, Senior Housing Overlay District. Density bonuses from more than one category may not be combined. The City Council, at its own discretion, may grant an additional Density Bonus as an Incentive to a project eligible for such a benefit pursuant to Government Code 65915 (d)(2).
2. When calculating the number of permitted Bonus Units, any calculations resulting in fractional units shall be rounded to the next larger whole number.
3. The Bonus Units shall not be included when determining the number of Density Bonus BMR Units required to qualify for a Density Bonus. When calculating the required number of Density Bonus BMR Units, any calculations resulting in fractional units shall be rounded to the next larger integer.
4. The applicant may request a lesser Density Bonus than the Housing Development is entitled to, but no reduction will be permitted in the minimum percentages of required Density Bonus BMR Units pursuant to subsection A of this section. Regardless of the number of Density Bonus BMR Units, no Housing Development may be entitled to a Density Bonus of more than 35 percent.

~~(B) Supplemental incentives may include reductions in site development standards and/or modifications in zoning district requirements and/or architectural design requirements which exceed the minimum building standards (e.g., reductions in setbacks or required parking, increases in permitted lot coverage). Additional density bonuses may be awarded by the City Council based on the need for a particular housing type (e.g., three or four bedroom units).~~

§ 9-5.3502.1 STATE MANDATED CONCESSIONS AND INCENTIVES

- A. If an applicant proposes to provide at least one of the percentages of affordable units indicated in Table 9-3502.1: Requirements to Qualify for State Mandated Incentives/Concessions, the City shall grant one or more concessions or incentives in order to facilitate achievement of the Density Bonus. In addition to the Density Bonus set forth in Section 9-5.3513(A), the City shall provide a Concession or Incentive for qualified projects, unless the City makes a finding that the Concession or Incentive is not necessary as provided in Section 9-5.3516 (E) below. The City shall only consider applications for Concessions or Incentives when a developer is eligible for and also seeks and receives a State Density Bonus pursuant to Section 9-5.3513 (A). Government Code Section 65915 provides that a Housing Development is eligible for Concessions and Incentives as follows:
1. One Concession or Incentive for Housing Developments that include at least 10 percent of the total units as Density Bonus BMR Units affordable to Low-income Households, at least five percent of the total units as Density Bonus BMR Units affordable to Very Low-income Households, or at least 10 percent of the total units in a common interest development as Density Bonus BMR Units affordable to Moderate-income Households.
 2. Two Concessions or Incentives for Housing Developments that include at least 20 percent of the total units as Density Bonus BMR Units affordable to Low-income Households, at least 10 percent of the total units as Density Bonus BMR Units affordable to Very Low-income Households, or at least 20 percent of the total units in a common interest development as Density Bonus BMR Units affordable to Moderate-income Households.
 3. Three Concessions or Incentives for Housing Developments that include at least 30 percent of the total units as Density Bonus BMR Units affordable to Low-income Households, at least 15 percent of the total units as Density Bonus BMR Units affordable to Very Low-income Households, or at least 30 percent of the total units in a common interest development as Density Bonus BMR Units affordable to Moderate-income Households.

TABLE 9-3502.1: REQUIREMENTS TO QUALIFY FOR STATE MANDATED INCENTIVES/CONCESSIONS

<u>Income Category</u>	<u>Percentage of Density Bonus BMR Units to Qualify for Incentives</u>		
<u>Very Low-Income</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>
<u>Low-Income</u>	<u>10%</u>	<u>20%</u>	<u>30%</u>
<u>Moderate-Income (for-sale common interest development only)</u>	<u>10%</u>	<u>20%</u>	<u>30%</u>
<u>Allowable Number of Incentive(s)/Concession(s)</u>	<u>1</u>	<u>2</u>	<u>3</u>

Notes:

1. A Concession or Incentive may be requested only if an application is also made for a Density Bonus pursuant to Section 18.15.030, State Mandated Density Bonuses.
2. Concessions or Incentives may be selected from only one category (Very Low, Low, or Moderate).
3. No Concessions or Incentives are available for land donation.
4. Condominium conversions and day care centers may have one Concession or a Density Bonus at the City's option, but not both.

B. The development incentive(s) granted shall contribute significantly to the economic feasibility of providing the affordable or senior units.

1. For the purposes of this program, ~~Supplemental~~ concessions or incentives may include consist of any combination of the following:
 - a. Reductions in site development standards and/or modifications in zoning district requirements and/or architectural design requirements which that exceed the minimum building standards established by the State Building Standards Commission in compliance with State law (e.g., including, but not limited to, reductions in setbacks or required parking, increases in permitted lot coverage), which will result in identifiable, financially sufficient, and actual cost reductions, based upon appropriate financial analysis and documentation if required by this section.
 - b. Approval of mixed-use zoning if the inclusion of commercial, office, or other land uses will demonstrably reduce the cost of housing development and if the inclusion of non-residential uses is determined to be compatible with existing or planned development in the area where the project is located;
 - c. Other regulatory incentives or concessions the developer or the City proposes that would result in identifiable, financially sufficient, and actual cost reductions or avoidance based upon appropriate financial analysis and documentation if required by this section.
2. Applicants seeking a waiver or modification of development or zoning standards, approval of mixed-use zoning, or other regulatory incentives or concession shall show that such waivers or modifications are necessary to make the housing development economically feasible in accordance with California Government Code Section 65915(f). The applicant shall demonstrate to the Planning Commission or City Council on appeal through the provision of a pro forma that the requested Concession or Incentive results in

identifiable, financially sufficient, and actual cost reductions to the Housing Development. The pro forma shall include: (1) the actual cost reduction achieved through the Concession or Incentive; (2) evidence that the cost reduction allows the applicant to provide Affordable Rents or affordable sales prices; and (3) all other information as may be requested by the Zoning Administrator to ensure that the required findings can be made.

3. Pursuant to Government Code Section 65915(p), if a Housing Development is eligible for a Density Bonus pursuant to sub-section A, the applicant may request an on-site vehicular parking ratio, inclusive of handicapped and guest parking, that does not exceed the following:
 - a. Zero to one bedroom dwelling unit: one on-site parking space.
 - b. Two to three bedroom dwelling unit: two on-site parking spaces.
 - c. Four or more bedroom dwelling unit: two and one-half on-site parking spaces.
 - d. On-site parking may include tandem and uncovered parking.
 - e. A developer may request this parking reduction in addition to Concessions and Incentives permitted by subsection A of this section.
 4. Additional density bonuses may be awarded by the City Council based on the need for a particular housing type (e.g., three or four bedroom units). (Ord. 897-C-S, passed 10-25-94)
- C. Applicants may seek a waiver of any Development Standard that will physically preclude the construction of a Housing Development that is eligible for a Density Bonus pursuant to Section A, Eligibility for Density Bonus, with the Density Bonus or Concessions and Incentives permitted by Section 9-5.3513 (A), or this section. The applicant shall demonstrate that the Development Standards that are requested to be waived will have the effect of physically precluding the construction of the Housing Development with the Density Bonus or Concessions and Incentives permitted by Section 9-5.3502 (A), or this section.
- D. City Financial Participation Not Required. Nothing in this chapter requires the provision of direct financial Incentives for the Housing Development, including but not limited to the provision of financial subsidies, publicly owned land, fee waivers, or waiver of dedication requirements. The City at its sole discretion may choose to provide such direct financial Incentives.
- E. Prevailing Wages. Financial and certain other Incentives may require payment of prevailing wages by the ~~Residential Development~~ Developer if required by State law.

§ 9-5.3503 DENSITY BONUS AGREEMENT.

To ensure that the parties meet their responsibilities, the city requires that the developer enter into a legally recorded agreement subject to the following:

- A. Occupancy of the units reserved for lower income use shall be limited to families who qualify as lower-income as established by the Department of Housing and Urban Development. These figures are updated from time to time and will be given to the developer or owners as they are made available to the city by HUD. Lower-income families have incomes of up to 80% of the median family income for the region. (Note: Provided that the income restrictions are met, Section 8 certification holders may be qualifying families.)
- B. Rents charged for the reserved units shall be no more than 30% of 60% of the area median income for lower income households and 30% of 50% for very low income households.

- C. ~~In order to comply with the Density Bonus Agreement, a developer wishing to sell the individual units (such as in a condominium project) must first rent out the controlled units for the full length of the agreement before they may be sold.~~
- D. The Developer and/or future owner of the project shall be required to reserve the lower income units at the controlled rents for a minimum of 10 years. Projects receiving a density bonus and at least one additional incentive shall be subject to a 30 year reservation. The Council, at its discretion, may increase the length of the agreement, depending on the size of the project, the number of units, the location, and the density increase requested.
- E. To certify that the current owner has complied with the terms of the agreement, the owner shall file a Certification of Compliance form with the city on an annual basis. A copy of this form is available from the Community Development Department. This form indicates the lessees of the controlled units, their respective unit numbers, monthly rents, household incomes, and phone numbers. Lease agreements for each of the units must also be attached.
- F. Should the owner or developer not be in compliance with the terms of the agreement they shall be subject to a \$50 per day per unit fine and the length of the agreement shall be extended on an equivalent day-for-day basis, which shall be assessed on the property tax rolls pursuant to the Administrative Citation procedures in the Antioch Municipal Code.
- G. To compensate the city for processing costs, the developer or owner will be required to pay the City ~~the following annual fees:~~ a fee established by the City Council and adopted in the annual Master Fee Schedule.
- H. Applicability. All projects with approved density bonuses prior to the formulation of this policy are subject to the restrictions that were placed on them as conditions of their density bonuses. Projects that were constructed and occupied prior to the formulation of this policy are exempt from any density bonus restrictions. (Ord. 897-C-S, passed 10-25-94) Penalty, see § 9-5.2904

<i>Total Units</i>	<i>Annual Processing Fee</i>
Under 20	\$ 500
20 to 50	1,000
50 to 100	2,500
100+	5,000

§ 9-5.3504 APPLICATION PROCESSING PROCEDURES.

- A. Prior to the submittal of any formal permit requests a developer may submit to the city a preliminary proposal for a residential project for which a density bonus is sought. Within 90 days of the receipt of such a preliminary proposal the city shall notify the developer in writing of any density bonuses or incentives ~~for which that~~ the project would be eligible ~~for~~. A formal request for the density bonus pursuant to the requirements of this Article may then be submitted to the city concurrently with the application(s) for any necessary permits. This request shall be considered by the City Council along with the required Density Bonus Agreement after any necessary permits are approved by the appropriate body (or concurrently if City Council approval is required as well). (Ord. 897-C-S, passed 10-25-94)
- B. All requests for Density Bonuses, Concessions and Incentives, any additional City incentives, parking reductions, and waivers provided pursuant to this Chapter, shall be submitted with the Below Market Rate (BMR) Housing Plan required by this Section. The Developer shall include the following additional information in the BMR Housing Plan:

1. A site plan depicting the number and location of all Market Rate Units, BMR Units, Density Bonus BMR Units, and Bonus Units.
 2. A calculation of the maximum number of dwelling units permitted by this ordinance and the General Plan, excluding any Density Bonus.
 3. The targeted income level of the proposed Density Bonus BMR Units.
 4. Description of any requested Concessions, Incentives, waivers of Development Standards, or parking reductions requested pursuant to Section 18.15.040, State Mandated Concessions and Incentives.
 5. For all Concessions and Incentives except those listed in Section 18.15.040(C), Concessions Not Requiring Financial Pro Forma from Applicant, a pro forma demonstrating that the requested Concessions and Incentives result in identifiable, financially sufficient, and actual cost reductions. The pro forma shall include: (a) the actual cost reduction achieved through the Concession or Incentive; and (b) evidence that the cost reduction allows the Developer to provide Affordable Rents or affordable sales prices.
 6. For waivers of Development Standards: evidence that the Development Standards for which the waivers are requested will have the effect of physically precluding the construction of the Residential Development with the Density Bonus, Concessions, or Incentives requested.
 7. The Community Development Director may require that any pro forma submitted pursuant to subsection (A)(5) of this section include information regarding capital costs, equity investment, debt service, projected revenues, operating expenses, and such other information as is required to evaluate the pro forma. The cost of reviewing any required pro forma data, including but not limited to the cost to the City of hiring a consultant to review the pro forma, shall be borne by the Developer.
 8. If a mixed use building or development is proposed, the Developer shall provide evidence that nonresidential land uses will reduce the cost of the Residential Development, and the nonresidential land uses are compatible with the Residential Development and existing or planned surrounding development.
 9. If a Density Bonus is requested for a land donation, the BMR Housing Plan shall show the location of the land to be dedicated, provide proof of site control, and provide evidence that each of the findings included in Government Code Section 65915(g) can be made.
 10. If a Density Bonus or Concession is requested for a child care facility or condominium conversion, the BMR Housing Plan shall provide evidence that the findings in Government Code Section 65915(h) or 65915.5, as appropriate, can be made.
- C. City Review of Application for State Mandated Density Bonus, Concessions, and Incentives. Any request for a Density Bonus, Concessions, Incentives, waivers, or parking reductions provided pursuant to Sections 18.15.030, State Mandated Density Bonuses, and 18.15.040, State Mandated Concessions and Incentives, shall be processed, reviewed, and approved or denied by the decision-making body (Planning Commission or the City Council on appeal) concurrently with the BMR Housing Plan required for the Housing Development. In accordance with State law, neither the granting of a Concession or Incentive, nor the granting of a Density Bonus, shall be interpreted, in and of itself, to require a General Plan amendment, zoning change, or other discretionary approval.

D. Findings for Approval of State Mandated Density Bonus, Concessions, and Incentives. Before approving an application that includes a request for a Density Bonus, Incentive, Concession, waiver, or parking reduction provided pursuant to Sections 18.15.030, State Mandated Density Bonuses, and 18.15.040, State Mandated Concessions and Incentives, the decision-making body shall make the following findings, as applicable:

1. The Housing Development is eligible for a Density Bonus and any Concessions, Incentives, waivers, or parking reductions requested.
2. Any requested Incentive or Concession will result in identifiable, financially sufficient, and actual cost reductions based upon appropriate financial analysis and documentation if required.
3. If the Density Bonus is based all or in part on donation of land, the findings included in Government Code Section 65915(g).
4. If the Density Bonus, Incentive, or Concession is based all or in part on the inclusion of a child care facility, the findings included in Government Code Section 65915(h).
5. If the Incentive or Concession includes mixed-use development, the findings included in Government Code Section 65915(k)(2).
6. If a waiver is requested, the Development Standards for which a waiver is requested would have the effect of physically precluding the construction of the Residential Development with the Density Bonus, Concessions, or Incentives permitted.

E. Findings for Denial of Incentives, Concessions or Waivers.

1. Denial of Concessions and Incentives. If the findings required by subsection C of this section can be made, the decision-making body may deny a Concession or Incentive only if it makes a written finding, supported by substantial evidence, of either of the following:
 - a. The Concession or Incentive is not required to provide for Affordable Rents or Affordable Ownership Costs.
 - b. The Concession or Incentive would have a specific adverse impact upon public health or safety or the physical environment or on any real property that is listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to Low- and Moderate-income Households. For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the Residential Development was deemed complete.
 - c. The Concession or Incentive would be contrary to State or federal law.
2. Denial of Waivers. If the findings required by subsection C of this section can be made, the decision-making body may deny a waiver only if it makes a written finding, supported by substantial evidence, of either of the following:
 - a. The waiver would have a specific adverse impact upon health, safety, or the physical environment, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to Low- and Moderate-income Households. For the purpose of this

subsection, “specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, and identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete.

- b. The waiver would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
 - c. The waiver would be contrary to State or Federal law.
3. Denial of Incentive or Bonus for Child Care Center. If the findings required by subsection C of this section can be made, the decision-making body may deny a Density Bonus, Incentive, or Concession that is based on the provision of child care facilities only if it makes a written finding, based on substantial evidence, that the City already has adequate child care facilities.
- F. Appeals. The developers may appeal the denial of a request for a density bonus or a concession or incentive to the City Council.

SECTION 9. Chapter 5, Article 38 (Land Use Regulations) of the Antioch Municipal Code is hereby amended to read as follows:

[Provisions to which revisions are proposed are underlined and, where necessary, highlighted.]

§ 9-5.3801 SUMMARY OF ZONING DISTRICTS.

The following is a summary of all zoning districts. (Note: The Study District (S) is not included in the proceeding chart as the ultimate land uses for such a district are not determined until all necessary studies are completed and the appropriate land use designations can be applied.)

- RE Rural Estate District: 0-2 du/acre
- RR Rural Residential District: 0-2 du/acre
- R-4 Single-Family Low Density Residential District: 2-4 du/acre
- R-6 Single-Family Low Density Residential District: 4-6 du/acre
- R-10 Medium Density Residential District: 6-10 du/acre
- R-20 Medium ~~High~~ Density Residential District: 11-20 du/acre
- R-25 High Density Residential District: 20 – 25 du/acre
- R-35 High Density Residential District: 30 – 35 du/acre
- PBC Planned Business Center District

C-0	Professional Office District
C-1	Convenience Commercial District
C-2	Neighborhood/Community Commercial District
C-3	Regional Commercial District
SP	Specific Plan
MCR	Mixed Commercial/Residential District
WF	Urban Waterfront District
OS	Open Space/Public Use District
M-1	Light Industrial District
M-2	Heavy Industrial District
H	Hospital/Medical Center Overlay District
RTC	Rivertown Retail District
RTR-10	Rivertown Residential Low Medium Density 6-10 du/acre
RTR-20	Rivertown Residential High Density: 13-20 du/acre
PD	Planned Development District
HPD	Hillside Planned Development District
T	Manufactured Housing Combining District
SH	Senior Housing Overlay District
<u>ES</u>	<u>Emergency Shelter Overlay District</u>
S	Study District
MUMF	Mixed Use Medical Facility District

§ 9-5.3802 INTRODUCTION TO LAND USE REGULATIONS.

A. The charts and text in § 9-5.3803 are adopted as the city's basic land use regulations. The uses shown in this chart are divided into five groups:

1. Residential;
2. Public and semi-public;
3. Commercial;
4. Industrial; and
5. Temporary uses.

B. To determine in which zone a specific use is allowed:

1. Find the use on the left hand side of the table.
2. Read across the chart until either a number or a letter appears in one of the columns.
3. If a number appears, this means that the use is allowed in the zone represented by that column, but only if certain special requirements are met. The requirements applicable to that use are listed in this article. The number appearing in the zoning column corresponds to the number of the footnote.
4. If a "P" appears in the column, the use is permitted in that zone by right. If a "U" appears in the column, a use permit is required. If an "A" appears, an administrative use permit is required which can be issued by the Zoning Administrator or designated staff. If no letter or number appears in the column, then the use is not allowed in that zone.
5. The Planning Commission shall interpret the appropriate zone for any land use not specifically mentioned in this chart and not similar to any use listed.
6. If a specific use does not appear in the chart, contact the Community Development Department for assistance.
7. In the Hillside Planned Development (HPD), Planned Development (PD), Combining (B), Manufactured Housing Combining (T), and Senior Housing Overlay (SH) Districts use permit approval is required for all uses.
8. In the Mixed Use Medical Facility (MUF) District, a final development plan and use permit approval is required for all uses. Processing of final development plans and use permits in the MUMF District shall be as outlined in the Planned Development District (PD) section of this chapter.

C. Legend.

- P Permitted by right
- U Use permit
- A Administrative use permit
- (—) Not allowed

(*) Regulations of base zoning district apply

(1 to 29) - See Land Use Footnotes

§ 9-5.3803 TABLE OF LAND USE REGULATIONS.

[Proposed revisions to the Table of Land Use Regulations are highlighted and underlined.]

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20
RESIDENTIAL USES																					
Day-care centers (§ 9-5.3832)	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	U	U
Day-care: large family (§ 9-5.3818)	A	A	A	A	A	A	U	U	U	U	U	U	U	U	U	U	U	*	U	A	A
Day-care: small family (§ 9-5.3817)	P	P	P	P	P	P	U	U	U	U	U	U	U	U	U	U	U	*	U	P	P
Senior Group Housing	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	U	U
Family-care home	P	P	P	P	P	P	U	U	U	U	U	U	U	U	U	U	U	*	U	P	P
Fraternity-sorority house/dormitory	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	U	U
Home occupations	A	A	A	A	A	A	U	U	U	U	U	A	U	U	U	U	U	*	A	A	A
Hospice ¹⁰	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U ²	*	U	U	U
Manufactured, modular home; mobile home (§ 9-5.3804)	P	P	P	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	P	U
Mobile home park	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	U	U

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20	
Multiple-family: condominium, apartment, townhouse (§ 9-5.3820)	—	—	U	U	$\frac{P}{U^1}$	$\frac{P}{U^1}$	—	—	—	—	—	U	—	—	—	—	U ²	*	U	—	U	
Recreational vehicle park (§ 9-5.3830)	—	—	—	—	—	—	—	—	—	—	U	—	U	—	—	U	—	*	—	—	—	
Residential care facility ¹⁰	—	—	U	U	U	U	—	U	U	—	—	U	—	—	—	—	U ²	*	—	U	U	
Residential hotel	—	—	U	U	U	U	—	U	U	U	U	U	—	—	—	—	—	*	—	U	P	
Room & boarding house	U	U	P	PU	U	U	—	U	U	U	U	U	—	—	—	—	—	*	—	U	P	
Second residential unit (§ 9-5.3805)	A	A	A	A	A	A	—	—	—	—	—	—	—	—	—	—	—	*	—	A	—	
Single-family dwelling	P	P	U	P ¹	P ¹	P ¹	—	—	—	—	—	U	U	—	—	—	—	*	—	P	—	
Two-family dwelling	—	—	P	P	P	P	—	—	—	—	—	U	—	—	—	—	—	*	—	—	—	
PUBLIC AND SEMI-PUBLIC USES																						
Bus & transit maintenance facility	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	*	—	—	—
Bus & train terminal	—	—	—	—	—	—	—	—	—	—	—	—	U	—	—	—	—	—	*	—	—	—
Clubs & Lodges (private & public)	—	U	U	U	U	U	U	U	U	U	U	U	U	—	—	—	U	*	U	—	—	
Convalescent and Extended Care	—	—	U	U	U	U	—	—	—	—	—	U	—	—	—	—	U	—	—	U	U	
Correctional facility ¹²	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	ATC	RTR-10	RTR-20	
Cultural institutions	-	-	-	-	=	=	U	U	-	U	U	U	U	-	U	-	U	*	U	-	-	
Homeless Emergency shelter	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	P	-	-	-	
Government offices	-	-	-	-	=	=	U	P	P	P	P	U	-	-	U	U	-	*	P	-	-	
Heliport (\$ 9-5.3806)	-	-	-	-	=	=	U	-	-	-	-	-	U	-	U	U	U	*	-	-	-	
Hospitals (\$ 9-5.3827):																		*				
Acute care	-	-	-	-	=	=	U	U	-	-	-	U	-	-	U	-	U	*	-	-	-	
Rehabilitation	-	-	-	-	=	=	U	U	-	-	-	U	-	-	U	-	U	*	-	-	-	
Psychiatric/chemical dependency	-	-	-	-	=	=	U	U	-	-	-	U	-	-	U	-	U	*	-	-	-	
Medical care—urgent	-	-	-	-	=	=	U	U	-	-	-	U	-	-	U	U	P	*	-	-	-	
Parks	P	P	P	P	P	P	P	P	-	U	U	U	P	P	U	U	-	*	U	U	U	
Public assembly	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	U	U	
Public safety facilities	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	-	-	-	
Public utility yard	-	-	-	-	=	=	-	-	-	-	-	-	U	-	U	U	-	*	-	-	-	
Religious assembly ³ (\$ 9-5.3832)	.	U	U	U	U	U	U	U	U	U	U	U	U	-	-	-	U	*	U	U	U	
Satellite antenna (\$ 9-5.3807)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	A	A	A	A
Schools, private and preschools	U	U	U	U	U	U	U	U	U	U	U	U	-	-	U	-	U	*	U	U	U	

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20
Utility substations	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	U	U	U
COMMERCIAL USES																					
Adult book stores, motion picture arcades, and model studios (§ 9-5.3808)	-	-	-	-	=	=	-	-	-	U	U	-	-	-	-	-	-	*	-	-	-
Adult entertainment, other (§ 9-5.3808)	-	-	-	-	=	=	-	-	-	U	U	-	-	-	-	-	-	*	-	-	-
Agricultural uses (§ 9-5.3809)	P	-	-	-	=	=	-	-	-	-	-	-	-	P	-	-	-	*	-	-	-
Appliance maintenance & repair services:																					
Major	-	-	-	-	=	=	-	-	-	P	P	P	-	-	P	P	-	*	-	-	-
Minor	-	-	-	-	=	=	-	P	P	P	P	P	-	-	P	P	-	*	P	-	-
Amusement center (§ 9-5.3813)	-	-	-	-	=	=	-	-	U	U	U	U	U	-	-	-	-	*	U	-	-
Animal hospital veterinary clinics	-	-	-	-	=	=	U	-	U	U	U	U	-	-	U	U	-	*	-	-	-
Antique store	-	-	-	-	=	=	-	-	-	P	P	A	U	-	U	-	-	*	P	-	-
Auto sales, rental	-	-	-	-	=	=	U	-	-	U	U	U	-	-	-	-	-	*	U	-	-
Auto storage	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Auto service station (§ 9-5.3815)	-	-	-	-	=	=	-	-	U	U	U	U	-	-	U	U	-	*	-	-	-
Auto repair:																					

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20
Major	-	-	-	-	=	=	U	-	-	-	U	U	-	-	U	P	-	*	-	-	-
Minor	-	-	-	-	=	=	U	-	U	U	U	U	-	-	P	P	-	*	-	-	-
Bakeries—retail	-	-	-	-	=	=	-	-	P	P	P	P	U	-	P	P	-	*	P	-	-
Bank or savings & loan	-	-	-	-	=	=	P	P	P	P	P	P	-	-	-	-	-	*	P	-	-
Bar (§ 9-5.3831)	-	-	-	-	=	=	-	-	-	U	U	U	U	-	-	-	-	*	U	-	-
Barber & beauty shop	-	-	-	-	=	=	-	-	P	P	P	P	-	-	-	-	-	*	P	-	-
Bed and breakfast inns (§ 9-5.3819)	U	U	-	-	=	=	-	-	-	-	-	U	U	-	-	-	-	*	U	U	-
Boat repair																					
Major	-	-	-	-	=	=	U	-	-	-	U	U	U	-	U	P	-	*	U	-	-
Minor	-	-	-	-	=	=	U	-	U	U	U	U	U	-	P	P	-	*	U	-	-
Boat, RV—storage facility (§ 9-5.3810)	-	-	-	-	=	=	-	-	-	-	U	U	-	-	U	P	-	*	-	-	-
Bowling alleys (§ 9-5.3831)	-	-	-	-	=	=	-	-	-	U	U	U	-	-	-	-	-	*	-	-	-
Car and vehicle wash	-	-	-	-	=	=	-	-	-	U	U	U	U	-	U	U	-	*	-	-	-
Card room	-	-	-	-	=	=	-	-	-	U	U	-	-	-	-	-	-	*	U	-	-
Catering services	-	-	-	-	=	=	-	-	-	P	P	P	A	-	U	-	-	*	U	-	-
Clothing store	-	-	-	-	=	=	-	-	-	P	P	P	A	-	-	-	-	*	P	-	-
Combined residential/commercial structure	-	-	-	-	=	=	-	-	-	-	-	U	U	-	-	-	-	*	U	-	-
Communication facilities	U	U	U	U	U	U	U	P	P	P	P	P	-	U	P	P	-	*	P	U	U
Confectionery stores	-	-	-	-	=	=	-	-	P	P	P	P	A	-	-	-	-	*	P	-	-

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20	
Dance hall	-	-	-	-	=	=	-	-	-	U	U	U	-	-	U	-	-	*	U	-	-	
Drive-up window (all uses)	-	-	-	-	=	=	U	U	U	U	U	U	-	-	U	U	U	*	-	-	-	
Dry cleaning agencies; pick-up and self serve	-	-	-	-	=	=	-	-	P	P	P	P	-	-	-	-	-	*	P	-	-	
Florist shop	-	-	-	-	=	=	P	-	P	P	P	P	-	-	-	-	P	*	P	-	-	
Food stores (§ 9-5.3831):																						
Convenience store	-	-	-	-	=	=	-	-	U	U	U	U	U	-	-	-	U	*	U	-	-	
Supermarket	-	-	-	-	=	=	-	-	U	P	P	U	-	-	-	-	-	*	U	-	-	
Fortune-teller's	-	-	-	-	=	=	-	-	-	U	U	U	-	-	-	-	-	*	U	-	-	
Funeral parlor & mortuary	-	-	-	-	=	=	-	-	U	U	U	U	-	-	-	-	-	*	U ⁴	-	-	
Furniture stores	-	-	-	-	=	=	-	-	-	P	P	U	-	-	-	-	-	*	P	-	-	
Gift shop	-	-	-	-	=	=	-	-	-	P	P	P	P	-	-	-	-	*	P	-	-	
Gun sales (§ 9-5.3833)	-	-	-	-	=	=	-	-	-	U	U	U	U	-	-	-	-	*	U	-	-	
Hardware store	-	-	-	-	=	=	-	-	U	P	P	U	U	-	-	-	-	*	P	-	-	
Health club/fitness center	-	-	-	-	=	=	U	-	U	P	P	U	-	-	U	-	U	*	U	-	-	
Hotel & motels	-	-	-	-	=	=	U ⁵	U	-	P	P	P	U	-	U ⁵	-	U	*	U	-	-	
Jewelry store	-	-	-	-	=	=	-	-	-	P	P	P	U	-	-	-	-	*	P	-	-	
Kennels	-	-	-	-	=	=	-	-	-	U	U	-	-	-	U	U	-	*	-	-	-	
Laboratories; medical, dental, optical	-	-	-	-	=	=	P	P	U	U	U	U	-	-	U	-	P	*	U	-	-	
Laundrette	-	-	-	-	=	=	-	-	P	P	P	P	-	-	-	-	-	*	P	-	-	

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20	
Liquor stores (\$ 9-5.3831)	-	-	-	-	=	=	-	-	U	U	U	U	-	-	-	-	-	*	U	-	-	
Live entertainment	-	-	-	-	=	=	-	-	-	U	U	U	U	-	-	-	-	*	U	-	-	
Marina	-	-	-	-	=	=	-	-	-	-	-	-	U	-	-	-	-	*	U	-	-	
Miniature golf courses	-	-	-	-	=	=	-	-	-	U	U ⁶	U	-	-	U	-	-	*	U	-	-	
Mini-storage	-	-	-	-	=	=	-	-	-	-	-	U	U	-	U	P	-	*	-	-	-	
Nurseries (horticulture) (\$ 9-5.3824)	-	-	-	-	=	=	-	-	-	P	P	U	U	-	P	P	-	*	-	-	-	
Offices:																						
Business & professional	-	-	-	-	=	=	P	P	U	P	P	P	U	-	-	-	P	*	U	-	-	
Medical (includes clinics)	-	-	-	-	=	=	P	P	U	P	P	P	U	-	-	-	P	*	U	-	-	
Paint store	-	-	-	-	=	=	-	-	-	P	P	U	-	-	U	-	-	*	P	-	-	
Parking lot (commercial)	-	-	-	-	=	=	A	A	A	A	A	A	A	A	P	P	A	*	A	-	-	
Pawn shops	-	-	-	-	=	=	-	-	-	U	U	U	-	-	-	-	-	*	U	-	-	
Pet shop	-	-	-	-	=	=	-	-	P	P	P	P	U	-	-	-	-	*	P	-	-	
Pharmacy	-	-	-	-	=	=	U	P	P	P	P	P	A	-	P	P	P	*	P	-	-	
Photographer	-	-	-	-	=	=	-	P	P	P	P	P	A	-	U	-	-	*	P	-	-	
Printing & blue printing	-	-	-	-	=	=	-	P	P	U	U	U	-	-	P	P	-	*	U	-	-	
Radio & TV sales & repair	-	-	-	-	=	=	-	-	U	P	P	P	-	-	-	-	-	*	P	-	-	
Recycling facilities:																						

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	ATC	ATR-10	ATR-20
Reverse vending machines (§ 9-5.3811)	-	-	-	-	=	=	-	P	P	P	P	P	-	-	P	P	-	*	P	-	-
Small collection facility (§ 9-5.3812)	-	-	-	-	=	=	-	-	A	A	A	A	-	-	A	A	-	*	A	-	-
Large collection facility (§ 9-5.3813)	-	-	-	-	=	=	-	-	A	A	A	A	-	-	A	A	-	*	A	-	-
Light processing facility	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Heavy processing facility (§ 9-5.3815)	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Repair service	-	-	-	-	=	=	-	-	-	-	U	U	U ⁷	-	P	P	-	*	U	-	-
Restaurants (§§ 9-5.3823 and 9-5.3831):																					
General	-	-	-	-	=	=	P	P	P	P	P	P	P	-	U ⁵	-	-	*	P	-	-
Fast food	-	-	-	-	=	=	U	-	-	U	U	U	U	-	U ⁵	-	-	*	U	-	-
Outdoor seating & food service	-	-	-	-	=	=	U	U	U	U	U	U	U	-	U ⁵	U	-	*	U	-	-
Take out/delivery	-	-	-	-	=	=	P	U	P	P	P	P	U	-	U ⁵	-	-	*	U	-	-
With bar & live entertainment	-	-	-	-	=	=	-	-	-	U	U	U	U	-	-	-	-	*	U	-	-
Retail; general and specialty	-	-	-	-	=	=	-	-	P	P	P	P	A	-	-	-	-	*	P	-	-
Secondhand sales	-	-	-	-	=	=	-	-	-	-	U	U	-	-	-	-	-	*	U	-	-

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20
Shoe repair shop	-	-	-	-	=	=	-	-	P	P	P	P	-	-	-	-	-	*	P	-	-
Sign shop	-	-	-	-	=	=	-	-	-	U	U	-	-	-	U	-	-	*	-	-	-
Studios (e.g., dance, martial arts)	-	-	-	-	=	=	-	-	-	P	P	P	-	-	-	-	-	*	P	-	-
Tailor shop	-	-	-	-	=	=	-	-	-	P	P	P	-	-	-	-	-	*	P	-	-
Tattoo studio	-	-	-	-	=	=	-	-	-	U	U	U	-	-	-	-	-	*	U	-	-
Theaters	-	-	-	-	=	=	-	-	-	U	U	U	U	-	-	-	-	*	U	-	-
Upholstery shop	-	-	-	-	=	=	-	-	-	U	U	U	-	-	U	P	-	*	U	-	-
Variety store	-	-	-	-	=	=	-	-	-	P	P	P	P	-	-	-	-	*	P	-	-
Vehicle/boat/equipment sales & rental (\$ 9-5.3825)	-	-	-	-	=	=	U ⁸	-	-	U	U	U	U	-	U	U	-	*	U ⁸	-	-
INDUSTRIAL USES																					
Animal rendering	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Bakery-commercial	-	-	-	-	=	=	-	-	-	-	-	-	-	-	P	P	-	*	-	-	-
Beverage bottling plant	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	P	-	*	-	-	-
Boat building	-	-	-	-	=	=	-	-	-	-	-	-	U	-	U	P	-	*	-	-	-
Cement or clay products manufacturing	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Concrete batch plant	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Contractor's storage yard	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	P	-	*	-	-	-
Dairy products processing	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	P	-	*	-	-	-

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	ATR-10	ATR-20
Dry cleaners processing	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Exterminator	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	P	-	*	-	-	-
Finished paper production	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Food processing plant	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	P	-	*	-	-	-
Fuel yard; bulk petroleum storage	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Garment manufacture	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Hazardous waste facilities (\$ 9-5.3826):	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Small generator (\$ 9-5.3826)	-	-	-	-	=	=	-	-	U	U	U	U	-	-	U	U	-	*	-	-	-
Large generator (\$ 9-5.3826)	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Processor (\$ 9-5.3826)	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Household hazardous waste facility (\$ 9-5.3826)	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Junk yard/auto wrecking yard	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Lumber yard	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Machine shop	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	P	-	*	-	-	-

	RE, RR	R-4, R-6	R-10	R-20	R-25	R-35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR-10	RTR-20
Manufacturing or storage of explosives, acid, cement, fertilizer, gas, inflammable fluids, glue, gypsum, lime, plaster of paris	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Mining & quarry; resource extraction	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Oil & gas drilling	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Oil & gas production	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Photographic plants	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Plastic fabrication	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Research & development	-	-	-	-	=	=	U	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Residual repository (§ 9-5.3826)	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Salvage/war surplus yards	-	-	-	-	=	=	-	-	-	-	-	-	-	-	U	U	-	*	-	-	-
Solid waste transfer station	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Smelting or processing of iron, tin zinc or other ore	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-
Stockyards/ slaughterhouses	-	-	-	-	=	=	-	-	-	-	-	-	-	-	-	U	-	*	-	-	-

	RE, RR	R-4, R-6	R- 10	R- 20	R- 25	R- 35	PBC	C-0	C-1	C-2	C-3	MCR	WF	OS	M-1	M-2	H	ES ⁹	RTC	RTR- 10	RTR- 20
Stone monument works	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—
Truck terminal yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—
Truck & tractor repair	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—
Warehousing & wholesaling	—	—	—	—	—	—	U	—	—	—	—	—	—	—	U	P	—	*	—	—	—
TEMPORARY USES																					
Removal of earth (\$ 9-5.3822)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	A	A	A
Temporary construction building and uses (\$ 9-5.3821)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	A	A	A
Outdoor display of merchandise (in conjunction with a non-residential use)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	A	—	—
Special outdoor events (\$ 9-5.3828 and 9-5.3831)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	A	A	A
Christmas tree and pumpkin sale lots (\$ 9-5.3829)	—	—	—	—	—	—	A	A	A	A	A	A	A	—	A	A	—	*	A	—	—

1. Single family dwellings existing prior to the effective date of this section are permitted uses, conforming to the R-20 zone; however, development of new single family dwelling units, other than replacement of existing single family dwellings, are prohibited within the R-20 zone.
2. Use may be permitted as an ancillary use if it is incidental to an otherwise permitted or conditionally permitted use within this zoning district.
3. Legally established churches existing prior to the effective date of this section are permitted uses, conforming to the PBC, C-0, C-1, C-2, and C-3 zone; however, development of new religious assembly uses, other than replacement of existing uses, is prohibited within these zoning districts.
4. Funeral services are limited to "J" Street, Fourth Street, and the area between Fourth and Fifth Streets.
5. May be located only on sites adjacent to freeway interchanges.
6. May be located along Somersville Road north of the SR-4 freeway.
7. Marine repair only. Permitted as an ancillary service for waterfront activities.
8. Boat sales and repair only.
9. In the case of the E Emergency Shelter Overlay District, where no letter or number is included in the table for a particular land use, the regulations of the base zone apply. Emergency Shelters are permitted by right in the Emergency Shelter Overlay District if they meet all standards of Section 9-5-3835, Emergency Shelters, of this article.
10. Hospices and Residential Care Facilities providing care for up to six patients are a permitted use in any district where residential uses are allowed.
11. Up to 20 units/acre permitted by right subject to compliance with all other applicable standards.
12. Subject to a Conditional Use Permit on a site at least one quarter mile from any type of residential care facility, social service institution, welfare institution, or similar type of facility, at least one mile from another correctional facility, and at least 1,000 feet from a school, library, public park, recreation area or any property zoned or used for residential development. See Section 9-5.3838, Correctional Facilities, for additional requirements.

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§ 9-5.3838 BOARDING AND ROOMING HOUSES.

Boarding and rooming houses shall be located, developed, and operated in compliance with the following standards:

- A. Rooms can be let to a maximum of five persons.
- B. Lodging shall be for specified periods of time. Over-night or transient lodging by persons who are not residents are not permitted.
- C. Establishments may, but are not required to, provide meals to persons are lodgers or boarders but not to other members of the public. One common kitchen may be provided but there shall be no separate cooking facilities in rooms.
- D. The owner or a manager who represents the owner shall reside on the premises.
- E. Smoking and the possession or consumption of alcohol shall be prohibited in all indoor common areas and in all outdoor common areas.
- F. A Boarding/Rooming House shall not be located within 300 feet of any other Boarding or Rooming House or Residential Care Facility.
- G. At least 20 square feet of usable open space shall be provided for each person who resides in the facility. Open space shall be designed and screened in compliance with the requirements applicable to multi-family residential development located in the same district.
- H. At least one parking space shall be provided for every two persons who reside in the facility. Parking facilities shall be designed, landscaped, and screened in compliance with the requirements applicable to multi-family residential development located in the same district.
- I. Any boarding/rooming house in a RE, RR, R-4, or R-6 district that was legally established prior to the effective date of this ordinance shall be registered with the City as a nonconforming use. The owner of a rooming house seeking designation under this section as a nonconforming use shall, at the time of registration of the boarding or rooming house under this section, appoint an agent who resides within Contra Costa County for the purpose of receiving notices from the City concerning the use of the nonconforming property. The owner shall provide the name, address, and telephone number of the agent. The agent shall be available to be contacted 24 hours a day, 7 days a week, regarding the boarding or rooming house.
- J. A boarding or rooming house may lose its status as a nonconforming use if City staff confirms that on 3 or more separate occasions within a six-month period, administrative, civil or criminal citations have been issued at the address of the rooming house, or the property is determined to be a public nuisance pursuant to the Antioch Municipal Code. Multiple citations issued to different people at a single address at the same time shall not be considered "separate occasions." In determining whether a nonconforming use shall be terminated, citations on matters including, but not limited to, the following provisions of the Antioch Municipal Code and State law shall be considered:
 - 1. Title 4, Chapter 7: Weed and Rubbish Abatement;
 - 2. Title 4, Chapter 9: Littering;
 - 3. Title 5, Chapter 8: Intoxication;
 - 4. Title 4, Chapter 6: Weapons and Fireworks

5. Title 4, Chapter 10: Abandoned, Wrecked, Dismantled or Inoperative Vehicles;
6. Title 5, Chapter 10: Loitering and Indecent Language;
7. Title 5, Chapter 16: Drug Paraphernalia;
8. Title 5, Chapter 17: Disturbing the Peace
9. Title 5, Chapter 18: Public Nudity;
10. Title 5, Chapter 20: Rental Dwelling Unit Maintenance
11. Title 6, Chapter 1: Animals;
12. Title 6, Chapter 3: Solid Waste and Rubbish;
13. Title 6, Chapter 8: Smoking;
14. Compliance with the parking requirements in this Chapter for rooming houses; and
15. State law regarding any of the above topics.

§ 9-5.3839 EMERGENCY SHELTERS.

Emergency shelters shall be located, developed, and operated in compliance with the following standards:

- A. **Number of Residents/Beds.** Each shelter shall contain a maximum of 50 beds and shall serve no more than 50 homeless persons.
- B. **Length of Occupancy.** Occupancy by an individual or family may not exceed 180 consecutive days unless a management plan provides for longer residency by those enrolled and regularly participating in a training or rehabilitation program.
- C. **Hours of Operation.** To limit outdoor waiting, the facility must be open each day for at least eight of the hours between 7:00 a.m. and 7:00 p.m.
- D. **Waiting and Intake Areas.** Each shelter shall include indoor waiting and intake areas for guests. Such intake and waiting areas shall be provided at a rate of 10 square feet per bed and in any case, shall be at least 200 square feet in area. Waiting and intake areas may be used for other purposes as needed during operation of the shelter.
- E. **Common Facilities.** The development may provide one or more of the following specific common facilities for the exclusive use of the residents:
 1. Laundry facilities.
 2. Central cooking and dining room(s).
 3. Recreation rooms.
 4. Counseling centers.
 5. Child care facilities.
 6. Other support services.
- F. **Outdoor Activities.** All functions associated with the shelter, except for children's play areas, outdoor recreation areas, parking, and outdoor waiting must take place within the building proposed to house the shelter. Outdoor waiting for clients, if any, may not be in the public right-

of-way, must be physically separated from the public right-of-way, and must be large enough to accommodate the expected number of clients.

- G. **On-Site Parking.** Parking spaces shall be provided according to the standards of Article 17, Parking Requirements.
- H. **Lighting.** Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and shall be of an intensity that is comparable to surrounding uses.
- I. **On-Site Security.** On-site security must be provided at all times that the emergency shelter is in operation and according to the following standards:
1. A safety and security plan for each shelter shall be submitted to the Community Development Department. The plan shall include information as specified by the Community Development Director.
 2. Security guards shall be provided at a ratio of at least one guard for every 25 shelter beds.
 3. Security guards shall be employed by a Private Patrol Operator (Security Company) that is currently licensed with the California Department of Consumer Affairs. The following information shall be provided to the City: the name of the security company; proof of its liability insurance, including a copy of all exceptions; its State license number; and the guard registration numbers for all employed guards.
 4. Digital security cameras shall be installed and capture the activities of the shelter's waiting and intake area, as well as the entrance and exit from the shelter and the shelter parking lot. If the shelter includes a child care area as a common facility, then the child care area shall also be monitored via a digital camera system. Recordings from digital security cameras shall be maintained for no less than 14 days.
- J. **Noise.** The use must be conducted in conformance with the City's noise regulations pursuant to Article 19, Noise Attenuation Standards, of this Chapter.
- K. **Refuse Storage Areas.** A refuse storage area shall be provided consistent with the standards of Article 14, Refuse Storage Area Design Guidelines.
- L. **Emergency Shelter Provider.** The agency or organization operating the shelter shall comply with the following requirements:
1. The operator shall be local provider designated under the applicable requirements of the State Emergency Housing and Assistance Program.
 2. Staff and services shall be provided to assist residents in obtaining permanent shelter and income.
 3. The operator shall not discriminate in any services provided.
 4. The operator shall not require participation by residents in any religious or philosophical ritual, service, meeting or rite as a condition of eligibility.
 5. The operator of the shelter shall submit a management plan for review by the Community Development Director. The plan must address issues identified by the Director, including transportation, client supervision, security, client services, staffing, and good neighbor issues.

§ 9-5.3840 RESIDENTIAL CARE FACILITIES

These requirements apply to Residential Care Facilities for more than six persons as defined by this Code. Residential Facilities for six or fewer residents shall be treated as a residential use and subject only to the same requirements as any other permitted residential use of the same housing type that are in the same District.

- A. The minimum distance from any other Residential Facility shall be 300 feet as specified by State Health and Safety Code Section 1267.9 (b).
- B. At least 20 square feet of usable open space shall be provided for each person who resides in the facility. Open space shall be designed and screened in compliance with the requirements applicable to multi-family residential development located in the same district.
- C. At least one parking space shall be provided for every two persons who reside in the facility. Parking facilities shall be designed, landscaped, and screened in compliance with the requirements applicable to multi-family residential development located in the same district.
- D. Smoking and the possession or consumption of alcohol shall be prohibited in all indoor common areas and in all outdoor common areas.
- E. Residential care facilities shall provide smoke-free living quarters for non-smoking residents.
- F. Residential care facilities shall be licensed and certified by the State of California and shall be operated according to all applicable State and local regulations.

§ 9-5.3841 RESIDENTIAL HOTELS

Residential hotels (also called single room occupancy (SRO) hotels) shall be located, developed, and operated in compliance with the following standards:

- A. **Maximum Occupancy.** Each living unit shall be designed to accommodate a maximum of two persons.
- B. **Minimum Size.** A living unit must have at least 150 square feet of floor area, excluding closet and bathroom. No individual unit may exceed 400 square feet.
- C. **Minimum Width.** A unit comprised of one room not including a bathroom shall not be less than 12 feet in width.
- D. **Entrances.** All units must be independently accessible from a single main entry, excluding emergency and other service support exits.
- E. **Cooking Facilities.** Cooking facilities shall be provided either in individual units or in a community kitchen. Where cooking is in individual units, each unit shall have a sink with hot and cold water; a counter with dedicated electrical outlets and a microwave oven or properly engineered cook top unit pursuant to Building Code requirements; a small refrigerator; and cabinets for storage.
- F. **Bathroom.** A unit is not required to but may contain partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink and bathtub, shower or bathtub/shower combination. If a full bathroom facility is not provided,

common bathroom facilities shall be provided in accordance with the California Building Code for congregate residences with at least one full bathroom per floor.

- G. **Closet.** Each unit shall have a separate closet.
- H. **Common Area.** Four square feet per living unit shall be provided, excluding janitorial storage, laundry facilities and common hallways. At least 200 square feet in area of interior common space provided as a ground floor entry area that provides a central focus for tenant social interaction and meetings.
- I. **Smoking and Alcohol Possession and Consumption.** Smoking and the possession or consumption of alcohol shall be prohibited in all indoor common areas and in all outdoor common areas.
- J. **Tenancy.** Tenancy of residential hotel units shall be limited to 30 or more days.
- K. **Facility management.** A facility with 10 or more units shall provide full-time on-site management. A facility with fewer than 10 units shall provide a management office on-site.
- L. **Management Plan.** A management plan shall be submitted with the permit application for all residential hotel projects. At minimum, the management plan must include the following:
 - 1. **Security/Safety.** Proposed security and safety features such as lighting, security cameras, defensible space, central access, and user surveillance;
 - 2. **Management Policies.** Management policies including desk service, visitation rights, occupancy restrictions, and use of cooking appliance;
 - 3. **Rental Procedures.** All rental procedures, including weekly and monthly tenancy requirements;
 - 4. **Staffing and Services.** Information regarding all support services, such as job referral and social programs; and
 - 5. **Maintenance.** Maintenance provisions, including sidewalk cleaning and litter control, recycling programs, general upkeep, and the use of durable materials.

§ 9-5.3842 CORRECTIONAL FACILITIES

- A. Correctional facilities may be permitted in any M-2 or less restrictive zone with a conditional use permit pursuant to Section TBD (Conditionally permitted uses in specified zones) of Chapter TBD (Conditional Use Permits).
- B. Correctional facilities shall not be permitted in any of the following locations:
 - 1. Within one thousand (1,000) feet of any type of community care facility or similar type of facility, measured from property line to property line;
 - 2. Within one mile of another correctional facility, measured from property line to property line;
 - 3. Within one thousand (1,000) feet of a school, library, public park, or recreation area, measured from property line to property line;
 - 4. Within one thousand (1,000) feet of a property zoned for residential development, measured from property line to property line.

- C. Correctional facility shall be liable for reasonable costs to the City for dispatch calls and other Police Department costs relating to dispatch calls caused by the actions of correctional facility residents or correctional facility personnel in which the Police Department ultimately determines that the dispatch call was the result of a crime or alleged crime that resulted in a police report or enforcement agency investigation.

SECTION 10. 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 11. Severability.

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 10th day of June and passed and adopted at a regular meeting thereof, held on the 24th day of June, 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

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING AMENDMENTS TO THE ZONING MAP TO IMPLEMENT THE HOUSING ELEMENT

SECTION 1. Findings. The Antioch City Council hereby finds, determines and declares as follows:

- A. The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.
- B. The Planning Commission conducted a duly noticed public hearing on April 16, 2014 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted. The City Council held a duly noticed public hearing on June 10, 2014 at which all interested persons were allowed to address the Council regarding adoption of this ordinance.
- C. The proposed amendments to the Zoning Map are consistent with the updated Housing Element the City of Antioch (City) adopted in October, 2010, which the City Council, found would not have a significant effect on the environment, based on an Initial Study and Negative Declaration prepared in accordance with Public Resources Code Section 21000 et seq. and CEQA Guidelines Section 15070 et seq.;

SECTION 2.

- A. The Zoning Map shall be amended to rezone the real property shown in Figures A, B, C, and D and amend the zoning map as follows:
 - APN 051-200-037, 051-200-038, 051-200-039, 074-080-026, 074-080-028, 074-080-029, 074-080-030 and 074-080-034 to High Density Residential (R-35);
 - APN 065-110-006, 065-110-007, and 068-251-012 to High Density Residential (R-25).
 - APN 065-040-006, 065-040-009, 065-040-016, 065-040-018, 065-040-020, 065-040-021, 065-040-025, 065-040-027, 065-040-030, 065-040-031, 074-080-028, and 074-080-029 to Emergency Shelter Overlay.
- B. The Development Standards and Zoning Regulations applicable to the subject properties shall be those contained in Chapter 5, Article 3 (Establishment of Districts); Article 6 (Height and Area Regulations and Table); Article 38 (Land Use Regulations), as amended by the City Council on June 24, 2014.

SECTION 3. 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 published once within fifteen (15) days upon passage and adoption in the East County Times, a newspaper of general circulation printed and published in the City of Antioch.

SECTION 4. SEVERABILITY.

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

* * * * *

I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 10th day of June and passed and adopted at a regular meeting thereof, held on the 24 day of June, 2014 by the following vote:

AYES:

NOES:

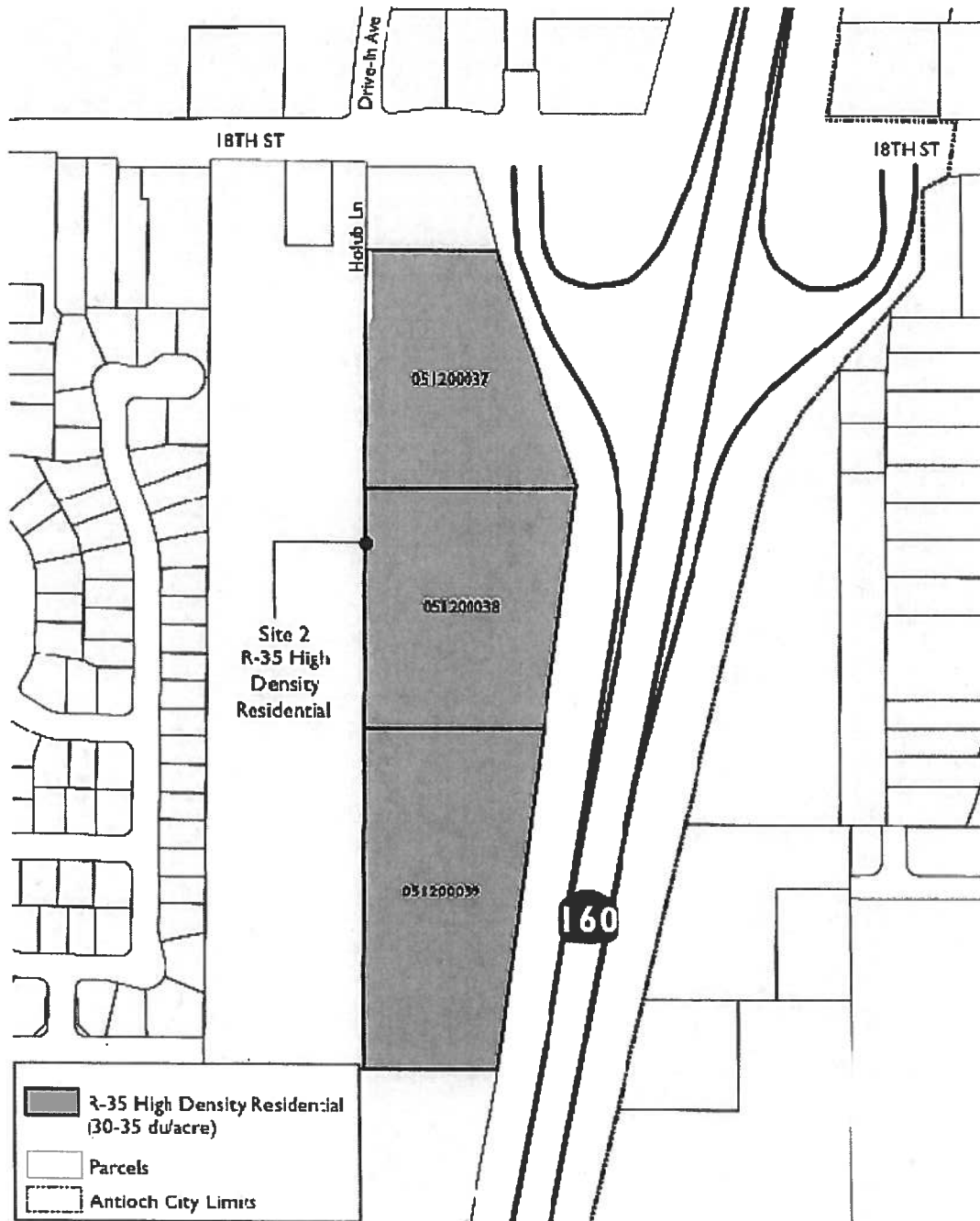
ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

Figure A: Proposed Rezoning Site 2



**Figure B:
Proposed Rezoning Sites 3a, 3b & 3c**



Figure C: Proposed Rezoning Sites 4 & 6

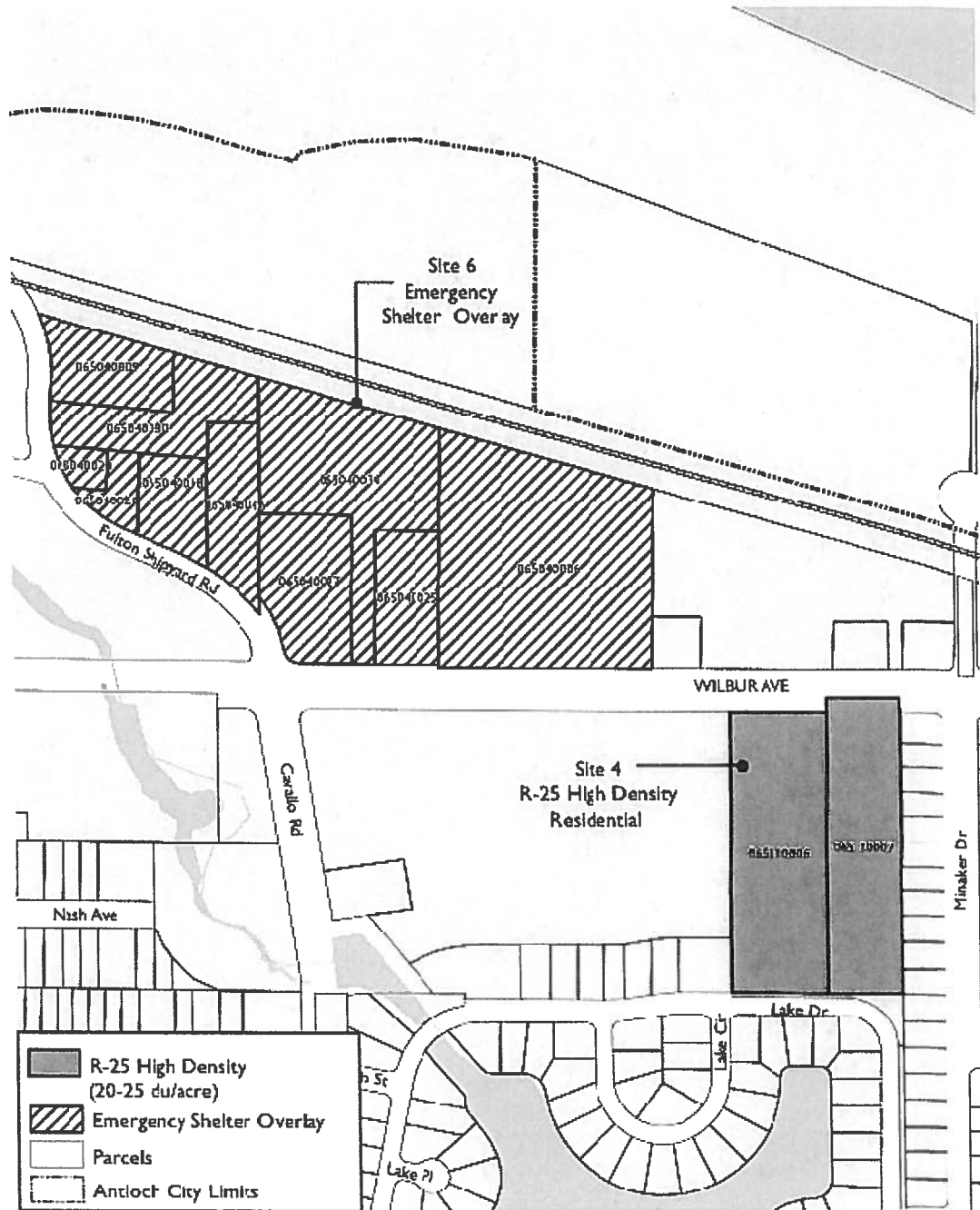


Figure D: Proposed Rezoning Site 5



**REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014**

PREPARED BY: Arne Simonsen, City Clerk ^{AS}
Christina Garcia, Deputy City Clerk ^{CG}

REVIEWED BY: Steve Duran, City Manager ^{SD}
Lynn Tracy Nerland, City Attorney ^{LTN}

DATE: June 16, 2014

SUBJECT: RESOLUTION REQUESTING CONSOLIDATION OF ELECTION;
LIMITING THE CANDIDATE STATEMENT WORD COUNT; AND
CLARIFYING COSTS FOR THE NOVEMBER 4, 2014 GENERAL
ELECTION

RECOMMENDATION:

Adopt the resolution requesting consolidation of election, limiting the Candidate Statement word count to 250 words, and clarifying filing costs for the November 4, 2014 General Election.

BACKGROUND:

The terms for two City Council Members expire in December 2014.

Election Code §10403, requires whenever an election called by a city for an office to be filled is to be consolidated with a statewide election and the office to be filled is to appear upon the same ballot as that provided for that statewide election, the city shall at least 88 days prior to the date of the election, file with the Contra Costa County Board of Supervisors, and a copy to the County Elections Official, a resolution requesting the consolidated, and setting forth the exact offices to be voted upon at the election.

The nominating period for two City Council positions in the November 2014 municipal election opens **Monday, July 14, 2014**.

The deadline for filing papers to be a candidate for the Antioch City Council will be **Friday, August 8th, 2014, at 5:00 P.M.** (Elections Code § 10104). The City Clerk will be available from 8 A.M. to 5 P.M. at City Hall on Friday, August 8, 2014.

If an incumbent fails to file for reelection, this period will be extended 5 days, to 5 P.M. **Wednesday, August 13, 2014**.

Candidates are strongly encouraged to make appointments with the City Clerk's Office to pick up nomination papers and to file them to allow better service. Appointments can be made by calling the City Clerk's Office at 925-779-7009 or by email to asimonsen@ci.antioch.ca.us.

There is a \$25 Filing Fee (Ordinance 2-1.302 of the Antioch Municipal Code and Elections Code §10228) for a candidate to file Nomination Papers with the City Clerk.

In accordance with Resolution 2004/50, the City Clerk shall collect, upon filing of all candidates' statements of qualifications; the full estimated pro rata cost of each statement, plus a ten (10%) percent contingency. The Clerk's receipt given to the candidates shall indicate the amount collected is an estimate, and that further funds may need to be collected from the candidate, or that the candidate may be entitled to a refund, depending upon final costs.

In accordance with Election Code §13307, the County Election Department has provided an estimated cost of \$600 to file a 250-word Candidate Statement to be published in the Voter's Pamphlet. This cost is based on the Candidate Statement being printed in both **English and Spanish** as now required by California State law. Candidates are not required to publish a Candidate Statement, but if they choose to do so, then they must pay the \$600 estimated cost plus 10% at the time of filing, for an estimated cost of \$660, plus the \$25 filing fee. Therefore, the total the amount due at the time of filing shall be \$685.

FINANCIAL IMPACT

Having the candidates bear the cost of publishing a Candidate Statement decreases the City's costs in conducting an election. Per the County's requirements, the City is required to pay the County's costs to conduct the election for the City, such as establishing polling places, counting ballots, etc. These costs are estimated to be \$ 55,187.50. The City has budgeted \$70,000 in the 2014-15 budget for November 2014 election costs.

OPTIONS:

The City Council could provide different direction regarding the payment of the Candidate Statement, but those potential expenses have not been budgeted.

ATTACHMENT:

Resolution

RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING REQUEST AND CONSENT TO CONSOLIDATION OF ELECTIONS;
AND SETTING SPECIFICATIONS OF THE ELECTION ORDER FOR THE
NOVEMBER 4, 2014 GENERAL ELECTION**

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 4, 2014, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code §10002; and

WHEREAS, Elections Code §10002 requires the City to reimburse the county in full for the services performed upon presentation of an invoice to the City by the County Elections Official; and

WHEREAS, Elections Code §13307 requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and may estimate the cost; and determine whether the estimate must be paid in advance; and

WHEREAS, Elections Code §13307 allows establishment of a word limitation for candidates' statements; and

WHEREAS, Elections Code §12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, Elections Code §10242 provides that the governing body shall determine the hours of opening and closing the polls; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts the provisions of Elections Code §15651 (b) prior to the conduct of the election resulting in the tie vote; and

WHEREAS, the boundaries of the City of Antioch were changed in April 2014 to reflect the annexation of Area 1 and 2B in northeast Antioch and the updated maps were submitted to the County Elections Office to reflect the new boundaries.

NOW, THEREFORE, IT IS ORDERED AND RESOLVED THAT an election be held in accordance with the following specifications:

1. The Election shall be held on **Tuesday, the 4th day of November, 2014**. The purpose of the election is to choose successors for the following offices and terms which expire December 2014:

Two (2) City Council Members

4 Year Term

RESOLUTION NO. 2014/**

June 24, 2014

Page 2

2. City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City as provided in Elections Code §10002.
3. The City hereby designates the hours the polls are to be kept open shall be from 7:00 A.M. to 8:00 P.M.
4. The City of Antioch will reimburse the County for the actual cost incurred in conducting the election upon receipt of an invoice stating the amount due as determined by the elections official.
5. The City Council has determined that the Candidate will pay the Candidate's Statement. The Candidate's Statement will be limited to 250 words. As a condition of having the Candidate's Statement published, the Candidate shall pay the estimated cost at the time of filing. The City Council hereby establishes the estimated cost for a Candidate Statement as \$600 plus 10%, as stated in Resolution 2004/50 for an estimated cost of \$660.
6. A Candidate shall pay a \$25 Filing Fee for Nomination Papers regardless if candidate's statement is filed payable to the City of Antioch.
7. The City of Antioch is to publish the Notice of Election in the *East County Times*, which is a newspaper of general circulation that is published daily in the City.
8. The City Council hereby determines that in the event of a tie vote the winner shall be determined by lot.
9. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters and to the Board of Supervisors of Contra Costa County.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting held on the 24th day of June, 2014, by the following vote:

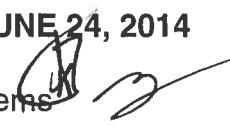
AYES:

NOES:

ABSENT:

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

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014**

Prepared by: Alan Barton, Director of Information Systems 
Date: June 24, 2014
Subject: Response to Grand Jury Report: "Planning for Technology"
(Report 1404)

RECOMMENDATION

Approve and authorize the Mayor to sign the attached response to the Grand Jury report: "Planning for Technology."

DISCUSSION

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code section 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body" (Cal. Penal Code section 933(c))

In May, Antioch (as well as other public agencies in the County) received the attached Grand Jury report: "Planning for Technology" (Attachment A). These reports were not just addressed to Antioch, but were county-wide.

Accordingly, the attached draft response (Attachment B) is presented for the City Council's consideration to transmit to the presiding judge.

FISCAL IMPACT

Responding to the Grand Jury reports took staff time.

OPTIONS

No options are presented as state law requires the City Council to respond to the Grand Jury reports. The City Council may propose alternative language to those responses.

ATTACHMENTS

Attachment A: Grand Jury Report: "Planning for Technology"
Attachment B: Antioch's response to Grand Jury Report: "Planning for Technology"

Grand Jury

Contra
Costa
County725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

May 6, 2014

Steve Duran, City Manager
P.O. Box 5007
Antioch, CA 94531

Dear Mr. Duran:

Attached is a copy of **Grand Jury Report No. 1404, 'Planning For Technology'** by the "2013-2014" Contra Costa Grand Jury. As City of Antioch is a subject of the report, this report is being provided to you at least two working days before it is released publicly in accordance with California Penal Code section 933.05(f).

Section 933.05(a) of the California Government Code requires that a person or entity that is the subject of a report shall respond to each finding in the report by indicating one of the following :

- (1) The respondent agrees with the finding;
- (2) The respondent disagrees with the finding; or
- (3) The respondent partially disagrees with the finding.

If the respondent wholly or partially disagrees with a finding, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons therefore.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation of the report by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.

4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report. Please ensure that your response to the above noted Grand Jury report complies in form and substance with the legal requirements for such responses. We expect your response, no later than **AUGUST 6, 2014** under the Penal Code.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to clope2@contracosta.courts.ca.gov .

Sincerely,

A handwritten signature in black ink that reads "Stephen D. Conlin". The signature is written in a cursive style with a large initial "S".

Stephen D. Conlin, Foreperson
2013-2014 Contra Costa County Civil Grand Jury

Enclosure

**A REPORT BY
THE 2013-2014 CONTRA COSTA COUNTY GRAND JURY**
725 Court Street
Martinez, California 94553

Report 1404

PLANNING FOR TECHNOLOGY

Towards an Integrated, Strategic Approach


APPROVED BY THE GRAND JURY:

Date: 04/24/2014


STEPHEN D. CONLIN
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: May 5, 2014


JOHN T. LAETTNER
JUDGES OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report
PLANNING FOR TECHNOLOGY

Towards an Integrated, Strategic Approach

TO: All Contra Costa County Cities

SUMMARY

The use of technology by cities has increased dramatically over the past 20 years, from simply playing a support role in providing desktop computers and network servers to being a catalyst for productivity and touching virtually every department operation. As demand for technology applications has expanded, the need for cities to develop integrated plans has become critical.

Technology budgets of cities have increased significantly over the past few years. Some cities in Contra Costa County spend over 6% of their total funding on technology. Industry experts estimate that municipal technology budgets typically range between 5-7% of total city budgets.

Strategic planning is essential for the largest cities, which offer a variety of services, but even the smallest cities face increasing technological demands for communication, efficiency and safety. Furthermore, access to information around the clock is a baseline public expectation, no matter the city size. Demand for access to local government services via the Internet will continue to increase.

Cities would benefit from developing a five-year plan to ensure effective and economical use of technology. Each plan should include an analysis of the technology investments and a detailed budget. The plan should also identify objectives and needs that are common to multiple departments within the city to increase efficiency and cost savings. Finally, each plan should be reviewed on an annual basis by city staff and updated as appropriate.

METHODOLOGY

Information was obtained from:

- Surveys completed by all 19 cities in Contra Costa County

- Interviews with municipal technology managers
- Information from industry experts
- Industry association of municipal technology managers
- Public media

BACKGROUND

Growing importance of technology

Cities are experiencing increased demand for the implementation of new technology despite limited resources. Having a long-range technology plan clarifies the sequence of implementation and provides clear communication with departments, the city council, and the public about what is both envisioned and ultimately accomplished.

Highlights of an annual city budget are typically summarized in the city manager's "budget message". The messages of many city managers in Contra Costa County place an emphasis on expanded implementation of technology as a primary strategy to create greater efficiency and provide the public with increased access to city services.

As limited city resources continue to put pressure on the delivery of city services, city departments are forced to do more with less. Technology can often provide solutions without increasing personnel. Technology can also improve efficiency by providing the public with internet access to city services, such as on-line registration for recreation programs, license renewals, and on-line payments for a multitude of services.

The public increasingly expects access to city information via the Internet. Examples include live video streaming of city council meetings and other city meetings, land and geographical information, access to city records, budgets, and ordinances.

The use of crime-fighting technology applications are also increasing in some cities. Gunshot audio-detection systems, automatic license plate readers that spot stolen vehicles, and remote-controlled cameras all increase the breadth of technology used by municipalities. In a recent newspaper article, the City Manager of Pinole stated:

"The city continues to see violent crime trending downward. This reflects significant public investment by the City Council in emerging technologies along with effective proactive community policing to engage residents in assisting the Police Department in solving major crimes."

Technology planning

Some cities in Contra Costa County have developed technology master plans with clear priorities and goals. Technology managers have stated that the process used to develop these plans includes:

- Assessment of existing technology organization and skills;
- Analysis of current and future technological needs;
- Facilitated department level and city-wide prioritization process; and
- Communication of the final plan including timeline and budgets

Effective technology planning has the potential to create significant improvements in the internal operations of the city. By identifying objectives and needs that are common to multiple departments, integrated programs can be developed that improve communication, efficiency and cost savings. As reported by city technology managers, a technology plan establishes clear priorities that are aligned with overall city goals, and identifies funding for those projects deemed most critical to the community.

The interdepartmental approach for development of a technology plan also highlights shared business needs across department lines, as well as results in computer programs that benefit multiple departments and applications that are more cost effective and easier to manage. Plans often include the formation of an internal group within the city that includes high-level department representatives. The group tracks priorities identified in the plan, evaluates requests from departments for technology projects, communicates back to the organization the status of project implementation, and makes recommendations to the city manager on budget allocation and shifting priorities.

Strategic technology planning has become common practice for many California municipalities. One industry expert explained:

“Historically, technology master plans have focused on infrastructure (desktop computers, network servers, data centers, etc.). However, in today’s environment, technology master plans are more focused on business or operational needs and the applications that can improve, streamline, or automate functions. In addition, today’s plans also focus more on data security, data sharing, integration/ interfaces, and mobility.”

There are several benefits to the strategic planning process:

- Requires a thorough assessment of existing technology resources and systems;
- Requires communication with all stakeholders and results in a set of priorities that make decisions transparent;
- Includes setting realistic budgets that include capital investments and on-going staff resources;
- Allows for monitoring progress and making adjustments as technology needs change; and
- Educates city executives on the technological implications of their decisions.

Where it's working

The cities of Walnut Creek and Danville have embraced technology planning and developed multi-year plans that guide technology investment and prioritize staff resources. Each city has a strategic technology plan that outlines technology needs for the city over a five-year period. This period gives cities sufficient time to choose and implement technology, but is not so long as to incorporate technology that may be obsolete within the time horizon. The plans include an analysis of the technology investment, a budget, and a timeline. The plans are reviewed on an annual basis for updates and modifications.

The programs developed and implemented by Walnut Creek and Danville are consistent with recommendations by experts in the technology field, as well as the industry literature on best practices. Perhaps as important, is the fact that the plans appear to be working, as technology projects are planned, budgeted and implemented. Strategic planning that incorporates technology requirements is a benefit regardless of the size of a city or its budget. Each city should strive for greater efficiency in operations, improved services and easier public access to local government. Planning for specific technology needs within the context of over-arching city-wide goals is a necessary part of the budgeting process.

FINDINGS

1. Demand for technology in all aspects of local government has exploded over the past 20 years and is expected to continue to increase.
2. City budgets often identify the need for technology improvements to achieve greater efficiency in government services.
3. Technology expenditures represent a significant part of many city budgets.
4. Technology project implementation is often a multi-year investment.
5. Technology in city government is rapidly changing. Industry associations and technology research groups are a good source of information on emerging trends.
6. A city with a long-range plan for technology, including a budget, has a road map of priorities that provides clarity to city personnel and the public.

RECOMMENDATIONS

1. Each city within the County should consider creating and implementing a strategic technology plan, and identifying funds to do so.
2. Each city should consider identifying the technology needs of the city over a minimum of a five-year period in the strategic technology plan.

3. Each city should consider identifying technology projects and costs in the city budget.
4. Each city should consider identifying any technological objectives and needs that are common to multiple departments within the city in the technology plan and developing integrated programs to increase efficiency and cost savings.
5. Each city should consider reviewing its technology plan on an annual basis and updating it as appropriate.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
City of Antioch	1-6	1-5
City of Brentwood	1-6	1-5
City of Clayton	1-6	1-5
City of Concord	1-6	1-5
Town of Danville	1-6	1-5
City of El Cerrito	1-6	1-5
City of Hercules	1-6	1-5
City of Lafayette	1-6	1-5
City of Martinez	1-6	1-5
Town of Moraga	1-6	1-5
City of Oakley	1-6	1-5
City of Orinda	1-6	1-5
City of Pinole	1-6	1-5
City of Pittsburg	1-6	1-5
City of Pleasant Hill	1-6	1-5
City of Richmond	1-6	1-5
City of San Pablo	1-6	1-5

City of San Ramon	1-6	1-5
City of Walnut Creek	1-6	1-5



DRAFT

June 25, 2014

The Honorable John Laettner
Presiding Judge of the Contra Costa Superior Court
A.F. Bray Court House, Department 25
1020 Ward Street, Martinez CA 94553

**Re: Contra Costa County Grand Jury Report: "Planning for Technology"
(Report No. 1404)**

Dear Judge Laettner:

On behalf of the Antioch City Council, this letter responds to Contra Costa County Grand Jury Report: "Planning for Technology." The City Council authorized this response at its meeting on June 24, 2014.

Pursuant to California Penal Code section 933.05, the City will respond to each finding and to each recommendation individually.

Findings:

Finding #1: "Demand for technology in all aspects of local government has exploded over the past 20 years and is expected to continue to increase."

The respondent agrees with the finding.

Findings #2: "City budgets often identify the need for technology improvements to achieve greater efficiency in the government services."

The respondent agrees with the finding.

Findings #3: "Technology expenditures represent a significant part of many city budgets."

The respondent partially disagrees with the finding. The term "significant" is not a specific term and the City is not in a position to comment on other cities' budgets. Technology expenditures, while essential, do not currently represent a significant part of our budget.

OFFICE OF THE MAYOR

Findings #4: “Technology project implementation is often a multi-year investment.”

The respondent agrees with the finding.

Findings #5: “Technology in city government is rapidly changing. Industry associations and technology research groups are a good source of information on emerging trends.”

The respondent agrees with the finding.

Findings #6: “A city with a long-range plan for technology, including a budget, has a road map of priorities that provides clarity to city personnel and public.”

The respondent agrees with the finding.

Recommendations

Recommendation #1: “Each city within the County should consider creating and implementing a strategic technology plan, and identifying funds to do so.”

The recommendation has been implemented. The City has a Strategic Management Plan, one section of which is focused on Information Systems. This Information Systems section of the Strategic Plan is a strategic technology plan and the basis for a more detailed technology implementation plan, which is in the works. There is no identifiable cost to the planning, as it is a staff function. With current budget and staffing constraints, the goal is to have a technology implementation plan in place before the end of fiscal year 2014-2015.

Recommendation #2: “Each city should consider identifying the technology needs of the city over a minimum of a five-year period in the strategic technology plan.”

The recommendation has not yet been implemented, but will be implemented in the future. The goal is to complete a five-year needs assessment before the end of fiscal year 2014-2015.

Recommendation #3: “Each city should consider identifying technology projects and costs in the city budget.”

The recommendation has been implemented. Technology projects are included in the City’s budget.

Recommendation #4: “Each city should consider identifying any technological objectives and needs that are common to multiple departments within the city in the technology plan and developing integrated programs to increase efficiency and cost savings.”

The recommendation has not yet been implemented, but will be implemented in the future. The City routinely considers the technological needs of all departments and develops integrated solutions that increase efficiency and cost savings. The City plans to increase interdepartmental collaboration on technology solutions and be more deliberate in the process through a technology implementation plan, which is planned to be complete before the end of fiscal year 2014-2015.

Recommendation #5: “Each city should consider reviewing its technology plan on an annual basis and updating it as appropriate.”

The recommendation has not yet been implemented, but will be implemented in the future. The goal for the first review is before the end of fiscal year 2014-2015.

We trust that the Grand Jury will find these responses helpful to its endeavor.

Sincerely yours,

Wade Harper
Mayor

cc: Stephen D. Conlin, Contra Costa County Grand Jury Foreperson,
725 Court Street, Martinez, CA 94553
Steve Duran, City Manager
Lynn Tracy Nerland, City Attorney

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF JUNE 24, 2014**

FROM: Michelle Fitzer, Administrative Services Director 

DATE: June 12, 2014

**SUBJECT: RESOLUTION APPROVING COMPREHENSIVE CLASSIFICATION
PLAN UPDATES FOR THE OPERATING ENGINEERS LOCAL 3
BARGAINING UNIT AND ASSIGNING SALARY RANGES AS
APPROPRIATE (NO SALARY INCREASES)**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the comprehensive classification plan updates for the Operating Engineers Local 3 (OE3) bargaining unit, and assigning salary ranges as appropriate.

BACKGROUND

➤ ***Classifications***

As Council is aware, several years ago the City hired Johnson Associates to conduct a comprehensive classification review and update. When the economy began to deteriorate, this project was discontinued and left incomplete. Since that time, staff has brought updated class specifications to the Council for review and approval on an as-needed basis, usually when a recruitment was going to be initiated.

For the last year, staff has been working on finalizing the comprehensive classification updates for all bargaining units. All of the Johnson drafts were reviewed again by management supervising each classification to ensure the description reflected the current City organizational structure and operational needs. Following that process, the respective bargaining unit representatives were provided with draft class specifications for their unit. Staff has been meeting and corresponding with representatives from all of the bargaining units to discuss any questions or concerns they may have. Updated classifications have already been adopted for the Antioch Police Sworn Managers Association, Confidential, Local 1, Management, and Treatment Plant Employees Association bargaining units.

At this time, the City and OE3 have agreed to the amended and new specifications for their unit. Therefore, this item is brought before Council for consideration. The classification specifications recommended for approval are:

- Accounting Technician
- Administrative Analyst I
- Administrative Analyst II/III
- Administrative Assistant I/II/III (changed from Secretary I/II/III)

6/24/14

- Animal Control Officer
- Assistant/Associate/Senior Development Services/Engineering Technician
- Building Inspector I/II
- Business License Representative
- Buyer
- Code Enforcement Officer
- Computer Technician
- Crime Analyst
- Crime Data Technician
- Customer Services Representative I/II
- GIS Specialist
- GIS Technician
- Junior Engineer/Assistant Engineer/Associate Civil Engineer
- Junior/Assistant/Associate Planner
- Junior/Assistant/Associate Transportation Engineer
- Mail & Print Clerk
- Marina Attendant (currently Marina Secretary/Attendant)
- Network Administrator
- Police Records Technician (currently filled by Secretary class)
- Public Works Inspector
- Purchasing Assistant
- Recreation Programs Coordinator
- Recreation Specialist
- Recycling Assistant
- Senior Building Inspector
- Senior Computer Technician (currently Computer Technician II)
- Senior Public Works Inspector

Council's action will also remove the following classifications from the class plan and salary schedule:

- Animal Licensing Technician
- Buyer II
- Computer Technician III
- Junior/Assistant/Associate/Senior Community Development Technician (replaced with the Development Services/Engineering series and GIS classes)
- Mail Clerk Machine Operator
- Network Administrator II
- Recreation Office Specialist
- Senior Bus Driver Scheduler
- Storekeeper

Previously the Police Records Technician classification was adopted with the Confidential bargaining unit descriptions. The incumbent employees have been performing the Technician work as Secretaries represented by OE3 for many years. After further analysis of the work performed as compared to the requirements to be designated as a "confidential" employee, the City representatives agreed to leave the employees in OE3 and move the Technician classification to this bargaining unit. This action has been discussed with and agreed upon by the Confidential unit representative.

➤ **Salaries**

There are no salary increases as part of this proposed action. The salary actions are to remove the above listed classifications from the salary schedule, and assign salary ranges to the following classifications:

GIS Specialist – match to the current Associate Community Development Technician range of \$5131 - \$6237 per month full time. ***This reflects no change for the incumbent employee.***

GIS Technician – match to the current Junior Community Development Technician monthly range of \$4239 - \$5153 per month full time. ***This reflects no change for the incumbent employee.***

Mail & Print Clerk – match to the current Mail Clerk/Machine Operator range of \$3013 - \$3662 per month full time. There is no incumbent employee.

Police Records Clerk – match to the current Secretary II range of \$3566 - \$4334 per month full time. ***This reflects no change for the incumbent employees.***

Senior Computer Technician – match to the current Computer Technician II range of \$4264 - \$5183 per month full time. ***This reflects no change for the incumbent employees.***

Of course, the City remains on a 36 hour workweek, so any employees in these classifications will actually earn ten percent (10%) less than this amount.

FINANCIAL IMPACT

Approving the class specifications and the above salary ranges has no financial impact.

ATTACHMENTS

- A. Resolution Approving Amendments to the Classification and Compensation Plans for Operating Engineers Local 3 Bargaining Unit Classes
- B. Accounting Technician Draft Description
- C. Administrative Analyst I Draft Description
- D. Administrative Analyst II/III Draft Description
- E. Administrative Assistant I/II/III Draft Description
- F. Animal Control Officer Draft Description
- G. Assistant/Associate/Senior Development Services/Engineering Technician Draft Description
- H. Building Inspector I/II Draft Description
- I. Business License Representative Draft Description
- J. Buyer Draft Description
- K. Code Enforcement Officer Draft Description
- L. Computer Technician Draft Description
- M. Crime Analyst Draft Description
- N. Crime Data Technician Draft Description

- O. Customer Services Representative I/II Draft Description
- P. GIS Specialist Draft Description
- Q. GIS Technician Draft Description
- R. Junior Engineer/Assistant Engineer/Associate Civil Engineer Draft Description
- S. Junior/Assistant/Associate Planner Draft Description
- T. Junior/Assistant/Associate Transportation Engineer Draft Description
- U. Mail & Print Clerk Draft Description
- V. Marina Attendant Draft Description
- W. Network Administrator Draft Description
- X. Police Records Technician Draft Description
- Y. Public Works Inspector Draft Description
- Z. Purchasing Assistant Draft Description
- AA. Recreation Programs Coordinator Draft Description
- BB. Recreation Specialist Draft Description
- CC. Recycling Assistant Draft Description
- DD. Senior Building Inspector Draft Description
- EE. Senior Computer Technician Draft Description
- FF. Senior Public Works Inspector Draft Description

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING COMPREHENSIVE CLASSIFICATION PLAN UPDATES FOR THE
OPERATING ENGINEERS LOCAL 3 BARGAINING UNIT AND ASSIGNING SALARY
RANGES AS APPROPRIATE (NO SALARY INCREASES)**

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

WHEREAS, staff has been working on completing a comprehensive update of the classification system for the last year; and

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

WHEREAS, the City and Operating Engineers Local 3 (OE3) have reviewed the draft specifications and agreed to the proposed changes/additions/deletions; and

WHEREAS, salary range assignments are needed for new classifications (no salary increases), and several classifications need to be removed from the class plan and salary schedule.

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

Section 1. That the comprehensive classification plan updates for the Operating Engineers Local 3 (OE3) bargaining unit, specifications for which are attached hereto as Attachments "B" through "FF", be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the classifications of Animal Licensing Technician, Buyer II, Computer Technician III, Junior/Assistant/Associate/Senior Community Development Technician, Mail Clerk Machine Operator, Network Administrator II, Recreation Office Specialist, Senior Bus Driver Scheduler, and Storekeeper be removed from the City of Antioch Employees' Classification System and salary schedule; and

Section 3. That the below salary ranges are established:

<i>GIS Specialist</i>	\$5131 - \$6237 per month full time
<i>GIS Technician</i>	\$4239 - \$5153 per month full time
<i>Mail & Print Clerk</i>	\$3013 - \$3662 per month full time
<i>Police Records Clerk</i>	\$3566 - \$4334 per month full time
<i>Senior Computer Technician</i>	\$4264 - \$5183 per month full time

and

Section 4. That copies of this resolution be certified to the Finance Director for budgetary purposes.

* * * * *

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 24th day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ACCOUNTING TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision, performs a wide variety of responsible technical accounting and financial record keeping and reporting duties in support of assigned accounting system, function, or program area; performs work in the administration of and compliance with the Business License Ordinance; prepares, processes, maintains, and verifies financial/accounting and statistical documents and records; prepares various reports and statements; provides information and assistance to the general public and City departments; and performs a variety of technical tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Perform a variety of responsible technical accounting and financial office support duties in support of assigned accounting system, function, or program area including in the areas of accounts payable, accounts receivable and issuing of business licenses.
2. Prepare, maintain, and/or verify a variety of accounting, financial, and statistical records, ledgers, logs, and files; gather, assemble, tabulate, enter, check, verify, balance, adjust, record, and file financial data; code data according to prescribed accounting procedures; review information to ensure accurate reporting; resolve discrepancies; establish and maintain various files and records.
3. Utilize various computer programs; enter and maintain data; post information to ledgers, journals, logs, and reports; generate reports from a database or in-house system; create spreadsheets and generate reports using spreadsheet software; create documents using word processing software.
4. Perform duties in support of the City's accounts payable function; receive incoming invoices for payment and review for accuracy and proper authorizations and account coding; research discrepancies; prepare batches for data entry; ensure that payments are included and processed in a timely manner.
5. Proofread and check materials for accuracy, completeness and compliance with departmental policies and regulations.
6. Process accounts payable disbursements from batches entered in current accounts payable cycle; prepare warrant listing and distribute to appropriate department; receive and input special accounts payable batches for manual checks on an as-needed basis.

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN (CONTINUED)

7. Review employee time reports for accuracy and compliance with policies and procedures; reconcile and compute payments due for various benefit program providers; prepare quarterly tax reports for federal and state agencies.
8. Perform technical and complex clerical accounting duties in support of the utility billing function; receive and process payments in person and through the mail as well as automatic draft/credit card payments; enter returned payments and send notifications as necessary; review and enter adjustments to customer accounts as necessary.
9. Create past due packets for delinquent water accounts and prepare past due notices; review accounts in non-payment status to process shut offs; create cut off orders and post past due penalties; produce final bills for disconnected accounts.
10. Prepare and analyze monthly collection report for closed accounts with outstanding balances to send to collection agency.
11. Perform technical and complex clerical accounting duties in support of the business license function; review and process new business license applications; apply fees to appropriate accounts, print reports, issue license and mail out.
12. Maintain complete and accurate records regarding business licenses; maintain complete and current records on businesses operating in the City; add new businesses to the system and assigned business license numbers.
13. Calculate business license tax due from each business and collect fees; prepare daily deposit of all incoming business license payments.
14. Perform and/or coordinate field inspections and surveys to determine validity of business licenses and to detect unlicensed businesses.
15. Visit retail businesses and act as a liaison between businesses and City Hall; advise proprietors concerning license renewals and issue renewal notices as required.
16. Perform a variety of general office support work, such as, organizing and maintaining various files, typing correspondence, reports, forms, and specialized documents.
17. Provide technical information and assistance to other City staff regarding procedures and methods; confer with City departments and individuals regarding changes and corrections; interpret and explain rules and regulations; may provide lead direction, training and work review for one or more Customer Service Representatives.
18. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Financial record keeping, bookkeeping and basic governmental accounting principles and practices.

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN (CONTINUED)

- Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
- Basic auditing principles and practices.
- Principles and practices used in establishing and maintaining accounting files and information retrieval systems.
- Principles and practices of fiscal, statistical, and administrative record keeping and reporting.
- Methods and techniques for basic report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service techniques, practices, and principles.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Effectively apply accounting knowledge in the performance of a variety of accounting, fiscal, and statistical record keeping duties.
- Participate in the preparation of a variety of administrative and financial reports.
- Review financial records, reports, and related documents, identify discrepancies, and resolve problems related to assigned area of responsibility.
- Implement and maintain filing systems.
- Compile a variety of information and records and exercise good judgment in maintaining information, records, and reports.
- Perform mathematical calculations quickly and accurately including to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work independently in the absence of supervision.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Deal successfully with the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs.
- Type and enter data at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized or college level course work in accounting, bookkeeping, business administration or other related field.

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN (CONTINUED)

Experience:

Three years of responsible bookkeeping, payroll or clerical accounting experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised January 1993; June 2014

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

ADMINISTRATIVE ANALYST I

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

SUMMARY DESCRIPTION

Under direction, performs a variety of para-professional and general professional, routine analytical, programmatic, and administrative duties in support of various administrative and programmatic operations and activities and in providing responsible staff support to a City department, office, and/or program area; coordinates assigned activities with other divisions, outside agencies, and the general public; and may supervise, train, and oversee the work of assigned administrative support staff.

DISTINGUISHING CHARACTERISTICS

The Administrative Analyst I is typically utilized as an entry level classification into the Administrative Analyst II classification or as a position providing advanced journey level para-professional administrative support within a department with responsibility for planning, coordinating, and implementing office support functions for an assigned department.

When utilized as the entry level into the Administrative Analyst II, this classification enables positions to acquire the competencies to perform at the full journey level. Initially under closer supervision, incumbents at this level perform the more routine administrative and programmatic support and analytical duties while learning City policies, procedures, and specific techniques related to area of assignment and management analysis. As experience is gained, assignments become more diversified and incumbents work with greater independence. Job assignments are in specific departments and/or programs, where incumbents are expected to assist the department head, senior management staff, and/or higher-level analysts with program, operational, and administrative functions.

When utilized as a position providing advanced journey level para-professional administrative support, the classification is often utilized for positions that function as an office manager with responsibility for planning, coordinating, and implementing office support functions for an assigned department. In this capacity, positions in this class contribute to the overall management of the assigned department by participating in the development of policies and procedures, coordinating with internal and external parties to improve delivery of service, providing guidance on all facets of customer communications, and participating in the development, monitoring, and administration of budgets.

REPRESENTATIVE DUTIES

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

1. Perform a variety of programmatic, administrative, and routine staff and analytical duties requiring the application of administrative skills and specific program knowledge in support of a City department, division, program, or function; assume responsibility for specific program area duties; provide assistance in administrative and operating programs as assigned.
2. Conduct research; prepare, revise, and implement various administrative policies, procedures, rules, and regulations in accordance with sound organizational practices; develop and revise office forms and report formats.

**CITY OF ANTIOCH
ADMINISTRATIVE ANALYST I (CONTINUED)**

3. Conduct administrative and/or management studies relating to the activities and operation of the assigned department, office, or program area; conduct the more routine surveys, research, and statistical analysis on administrative, fiscal, and operational issues; collect, compile, and analyze information from various sources on a variety of specialized topics related to programs administered by the position or by management staff; write reports that present and interpret data, identify alternatives, and make and justify recommendations.
4. Provide staff assistance to management staff; participate on and provide staff support to a variety of committees and boards; prepare and present staff reports and other correspondence as appropriate and necessary; relieve management staff of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
5. Participate in planning, coordinating, implementing, promoting, and overseeing assigned programs, projects, and initiatives; participate in the development and implementation of program goals, objectives, policies, procedures, and priorities; participate in the development and implementation of strategies for the achievement of these goals.
6. Participate in the identification, planning, development, and implementation of new and/or modified programs that would promote and enhance the mission, goals, and objectives of the City; perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; participate in monitoring project success using appropriate tracking and feedback systems.
7. Assist in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. Independently plan, administer, and coordinate administrative support functions and services for assigned department.
9. Plan, direct, coordinate, and review assigned activities and operations of the department including assigned administrative support, technical, and/or programmatic service areas; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems; recommend improvements in work flow, procedures, and use of equipment and forms; implement improvements as approved.
10. Participate in the selection, training, and evaluation of assigned administrative support personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures.
11. Serve as primary contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiate and resolve sensitive and controversial issues; explain, justify, and defend programs, policies, and activities.
12. Coordinate assigned services and program/project activities with those of other City programs, functions, departments, and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; participate in representing the assigned area to public and private groups, organizations, and other City groups.

13. Assist with the budget development process and budget monitoring activities; provide assistance in the development of assigned budget; collect and analyze financial data; review and analyze budget requests and budget changes; make recommendations and obtain final approval for changes; create data tracking and reporting systems; monitor monthly status.
14. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Organization and operation of municipal government.
- Municipal government functions specifically related to program area/project assignments.
- Operational characteristics, services, and activities of assigned program.
- Work organization and office management principles and practices.
- Basic techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Principles and applications of critical thinking and analysis.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Basic principles and practices of public administration.
- Finance and accounting systems.
- Basic principles and practices of program development and administration.
- Basic principles and practices of budget preparation and administration and grant application and administration principles and practices.
- Principles of business letter writing.
- Federal, state, and local government organizations.
- Basic principles of supervision, training, and performance evaluation may be required for some positions.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets and databases.
- Methods and techniques used in customer service and public relations.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform assigned duties using independent judgment and personal initiative.
- Oversee, direct, coordinate, and participate in the management of a comprehensive administrative support division or other assigned program area.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent laws, regulations, and ordinances.
- Select, train, and evaluate assigned staff may be required for some positions.
- Participate in the development and administration of program goals, objectives and procedures.
- Supervise, organize and review the work of lower level staff may be required for some positions.
- Participate in the preparation and administration of assigned budgets.
- Conduct basic to moderately complex research and compile, analyze, and interpret data.

CITY OF ANTIOCH
ADMINISTRATIVE ANALYST I (CONTINUED)

- Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form.
- Develop skill to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Plan, coordinate and conduct operational analyses, administrative studies, and special projects.
- Respond to requests and inquiries from the general public.
- Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
- Manage multiple projects simultaneously.
- Plan and organize work to meet schedules and time lines.
- Operate and use modern office equipment including a computer and various software packages.
- Participate in planning, organizing, directing, coordinating, and evaluating assigned programs, projects, events, or technical area.
- Properly interpret and make recommendations in accordance with laws, regulations and policies.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree in business administration, public administration, or a related field.

Experience:

Two years of responsible administrative and/or programmatic support experience related to assigned area. One year of research or analytical experience, preferably in public administration, is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting; regular interaction with City employees and the general public.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created October 1987

Revised February 2003; December 2003; November 2006; November 2007; June 2014

CITY OF ANTIOCH
ADMINISTRATIVE ANALYST I (CONTINUED)

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

ADMINISTRATIVE ANALYST II/III

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

SUMMARY DESCRIPTION

Under general direction, performs a full range of responsible and varied professional, analytical, programmatic and administrative duties involved in providing responsible staff support to a City department, office, and/or program area; assumes responsibility for the management and administration of a specific program area; recommends action and assists in policy, procedure, work methods, and budget development and implementation for area of assignment; and coordinates assigned activities with other divisions, outside agencies, and the general public.

DISTINGUISHING CHARACTERISTICS

These are the journey level classes in the professional Administrative Analyst series. Positions at this level are generally assigned responsibility for the management and administration of a specific program or function and independently perform a wide range of responsible and difficult analytical duties in providing responsible staff support to a City department, office, and/or program area. Assignments are typically received in broad, outline form, and incumbents are expected to have the competencies needed to act independently in developing applicable resources and information. Projects may include statistical analysis, operations support, and policy, procedures, and budget development, or other areas specific to the department or office. Incumbents are expected to exercise independent judgment in selecting study approach and analytical techniques and in making sound recommendations based on study results.

REPRESENTATIVE DUTIES

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

1. Provide assistance in resolving the more difficult operational and administration problems; identify problem areas and issues; plan, organize, coordinate, direct, and/or conduct administrative and/or management studies relating to the activities or operation of the assigned department, office, or program area.
2. Conduct complex surveys, research, and analysis on administrative, fiscal, and operational issues; determine analytical techniques and information-gathering processes and obtain required information and data for analysis; analyze alternatives and make recommendations regarding such areas as staffing, facilities, equipment, cost analysis, productivity, and policy or procedure modifications; discuss findings with management staff and prepare reports of study conclusions; oversee and assist in the implementation of recommendations.
3. Provide complex staff assistance to management staff; participate on and provide staff support to a variety of committees and boards; prepare and present staff reports and other correspondence as appropriate and necessary.
4. Plan, coordinate, implement, promote, and oversee assigned programs, projects, and initiatives; oversee and participate in the development and implementation of

CITY OF ANTIOCH
ADMINISTRATIVE ANALYST II/III (CONTINUED)

program/project goals, objectives, policies, procedures, and priorities; oversee and participate in the development and implementation of strategies and workplans for the achievement of these goals.

5. Oversee and participate in the design, production, and distribution of a variety of promotional, marketing, outreach, and information materials, communications, and presentations; create press releases; serve as media contact for assigned programs.
6. Perform a range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects that would promote and enhance the mission, goals, and objectives of the City; oversee or perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; monitor project success using appropriate tracking and feedback systems.
7. Perform a range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. Coordinate assigned services and program/project activities with those of other City programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represent the assigned area to public and private groups, organizations, and other City groups; provide information and assistance as appropriate.
9. Ensure that assigned program/project activities and services comply with relevant federal, state, and local laws, policies, and regulations.
10. May participate in the selection, training, and evaluation of assigned administrative support personnel; provide or coordinate staff training; work with employees to correct deficiencies.
11. Serve as primary contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiate and resolve sensitive and controversial issues; explain, justify, and defend programs, policies, and activities.
12. Participate in the budget development process and budget monitoring activities for assigned areas of responsibility; collect and analyze financial data; review and analyze budget requests and budget changes; make recommendations and obtain final approval for changes; create data tracking and reporting systems; monitor monthly status.
13. Administer, write, and prepare assigned grants; monitor and prepare reports on authorized grant expenditures.
14. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
15. May direct the work of support staff on a project or day-to-day basis.

16. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices of public administration.
- Organization and operation of municipal government.
- Municipal government functions specifically related to assigned program area.
- Operational characteristics, services, and activities of assigned program area.
- Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
- Principles and practices of contract negotiation, preparation and monitoring.
- Principles and applications of critical thinking and analysis.
- Techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Principles and practices of budget preparation and administration and grant application and administration principles and practices.
- Finance and accounting systems.
- Principles of business letter writing.
- Federal, state, and local government organizations.
- Principles of supervision, training, and performance evaluation.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform a wide range of professional analytical duties involving the use of independent judgment and personal initiative.
- Independently plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Quickly assimilate new information and adapt to changing priorities.
- Oversee and participate in the development and administration of program goals, objectives and procedures.
- Collect, evaluate, and interpret varied information and data.
- Select, train, and evaluate assigned staff may be required for some positions.
- Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
- Analyze complex problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Read and interpret technical information.
- Prepare clear and concise technical, administrative and financial reports.

**CITY OF ANTIOCH
ADMINISTRATIVE ANALYST II/III (CONTINUED)**

- Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form.
- Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
- Research, negotiate, manage, and monitor contracts and agreements.
- Understand the organization and operation of the City, assigned program, and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
- Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies.
- Identify and respond to community and organizational issues, concerns, and needs.
- Coordinate multiple projects and meet critical deadlines.
- Organize and prioritize timelines and project schedules in an effective and timely manner.
- Plan, schedule, and review the work and performance of subordinates in a manner conducive to proficient performance and high morale may be required for some positions.
- Participate in the preparation and administration of budgets.
- Operate and use modern office equipment including a computer and various software packages.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Analyst II

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Two (2) years of responsible professional level administrative and management analysis experience related to assigned area.

Analyst III

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Five (5) years of responsible professional level administrative and management analysis experience related to assigned area, equivalent to the City's Administrative Analyst II classification. Time in classification is not sufficient to warrant moving from an Analyst II to an Analyst III. Employees must demonstrate the ability to assume independent responsibility for the most complex projects and assignments, to the satisfaction of Management staff. This is not an automatic flexing class series.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created October 1987

Revised February 2003; December 2003; November 2006; November 2007; June 2014

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

ADMINISTRATIVE ASSISTANT I/II/III

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of secretarial, advanced clerical, and routine administrative and programmatic work of a general or specialized nature in support of assigned programs, division, or department; relieves assigned staff of clearly defined and delegated administrative or technical detail; and provides information and assistance to other City staff and the general public regarding assigned programs, policies, and procedures.

DISTINGUISHING CHARACTERISTICS

Administrative Assistant I – This is the entry level class in the Administrative Assistant series providing responsible and difficult clerical and secretarial duties of a general and specialized nature in support of the assigned department, division, or program area. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Administrative Assistant II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and/or fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Advancement to the “II” level is based on performing the full range of journey level duties, demonstrated proficiency in performing the assigned functions, and is at the discretion of higher level supervisory or management staff.

Administrative Assistant II – This is the journey level class within the Administrative Assistant series performing the full range of responsible and difficult clerical and secretarial duties of a general and specialized nature with only occasional instruction or assistance. Positions at this level are distinguished from the Administrative Assistant I level by the performance of the full range of duties as assigned, working independently, applying well developed secretarial and office support knowledge, and exercising judgment and initiative. Assigned work requires the use of judgment in selecting appropriate procedures, conducting transactions with customers and the public, and solving routine and non-routine problems based on knowledge gained through experience. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class series are flexibly staffed and positions at the Administrative Assistant II level are normally filled by advancement from the Administrative Assistant I level.

Administrative Assistant III – This is the advanced journey level class of this series and may include lead-level responsibility for Administrative Assistant I and II positions. This class is distinguished from Administrative Assistant I and II by the performance of complex technical assignments or program responsibility, and from Senior Administrative Assistant, which is the first-line supervisory level.

REPRESENTATIVE DUTIES

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

CITY OF ANTIOCH
ADMINISTRATIVE ASSISTANT I/II/III (CONTINUED)

1. Perform a wide variety of secretarial, advanced clerical, and routine administrative and programmatic work of a general or specialized nature in support of assigned programs, division, or department; relieve supervisor of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
2. Type, word process, format, edit, revise, proofread, and process a variety of documents and forms including reports, correspondence, memoranda, agenda items and reports, agreements, technical and statistical charts and tables, and other specialized and technical materials from rough draft dictation, modified standard format, and brief verbal instructions; develop, revise, and maintain standardized and master documents; compose correspondence and other documents.
3. Screen office calls, visitors, and mail; provide information and assistance including responding to requests for information and assistance; research information related to City regulations and office policies; refer callers to proper authority; assists the public and other City staff in interpreting and applying City policies, procedures, codes, and ordinances; may sort and distribute mail.
4. Maintain calendar of activities, meetings, and various events for assigned staff; coordinate activities and meetings with other City departments, the public, and outside agencies; coordinate and arrange special events as assigned.
5. Coordinate, make, process, and confirm staff travel arrangements; arrange for transportation and accommodations for travel; check and process expense claims.
6. Verify and review materials, applications, records, and reports for completeness and conformance with established regulations and procedures; apply applicable policies and procedures in determining completeness of applications, records, and reports; provide information and forms to the public; collect and process appropriate information.
7. Maintain accurate and up-to-date office files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information including manual and computer logs of documents processed.
8. Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; create and maintain computer based tracking information and reports including assigned databases, records, and lists; create standard statistical spreadsheets; input corrections and updates; verify data for accuracy and completeness.
9. Perform a variety of general bookkeeping and clerical accounting duties and responsibilities involved in financial record keeping and reporting for assigned area; maintain a variety of accounting records, logs, and files; verify, balance, and adjust accounting records.
10. Participate with special projects as assigned; assist in planning, coordinating and implementing assigned programs and events; assist in monitoring assigned programs.
11. Participate in the collection and compilation of information from various sources on a variety of specialized topics related to assigned programs; participate in the preparation of reports and various other documents.
12. Assist in assembling and preparing the annual budget for area of assignment; monitor expenditures against budget; prepare purchase requisitions and requests for payment.
13. Recommend improvements in work flow, procedure and use of equipment and forms; implement improvements as approved; develop and revise office forms and report formats as required.

CITY OF ANTIOCH
ADMINISTRATIVE ASSISTANT I/II/III (CONTINUED)

14. Ensure that all required supplies are available as needed and that the facility and equipment are in proper working order; maintain and order office supplies; prepare purchase requisitions; receive invoices and checks for accuracy; process payments.
15. Operate a variety of office equipment including a computer, copier, facsimile machine, and adding machine.
16. Utilize various computer applications and software packages; develop, enter data, maintain, and generate reports from a database or network system; maintain, and utilize data to develop reports using spreadsheet software; create, format, and revise charts, graphs, flowcharts, worksheets, booklets, brochures, and forms using word processing software.
17. As assigned, arrange and coordinate meetings; assist in preparing and distributing agenda packets and correspondence; attend meetings and take, transcribe, and assure proper distribution of minutes and verbatim transcripts.
18. May provide lead supervision to lower level clerical staff; review work for accuracy and completeness.
19. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.
- Principles and practices of sound business communication.
- Principles of business letter writing and basic report preparation.
- Records management principles and procedures including record keeping and filing principles and practices.
- Basic accounting principles and practices.
- Basic principles and practices of budget preparation and administration.
- Methods and techniques of proper phone etiquette.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service and public relations methods and techniques.
-

Ability to:

- Perform a variety of responsible and difficult clerical and secretarial duties and activities of a general and specialized nature in support of the assigned department, division, or program area.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ANTIOCH
ADMINISTRATIVE ASSISTANT I/II/III (CONTINUED)

- Type or enter data accurately at net 50 words per minute.
- Interpret and apply applicable federal, state, and local laws, codes, regulations, and procedures.
- Participate in researching, compiling, analyzing, and interpreting data.
- Participate in the preparation of a variety of administrative and financial reports.
- Establish and maintain a variety of specialized files and records.
- Independently prepare correspondence and memoranda from brief instructions.
- Perform routine mathematical calculations.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and carry out oral and written directions.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies.
- Utilize public relations techniques in responding to inquiries and complaints.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Administrative Assistant I

Education/Training:

Equivalent of the completion of the twelfth grade. Additional specialized or college level course work in secretarial science, office procedures, business administration, or a related field is desirable.

Experience:

One year of responsible clerical, secretarial, and office administrative support experience.

Administrative Assistant II

Education/Training:

Equivalent of the completion of the twelfth grade. Additional specialized or college level course work in secretarial science, office procedures, business administration, or a related field is desirable.

Experience:

Three years of increasingly responsible clerical, secretarial, and office administrative support experience including two years of experience at a level comparable to a Administrative Assistant I with the City of Antioch.

Administrative Assistant III

Education/Training:

Equivalent of the completion of the twelfth grade. Additional specialized or college level course work in secretarial science, office procedures, business administration, or a related field is desirable.

Experience:

Five years of increasingly responsible clerical, secretarial, and office administrative support experience including two years of experience at a level comparable to a Administrative Assistant II with the City of Antioch.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with extensive public contact and frequent interruptions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: September 1989

Revised: December 2003; September 2013; June 2014

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

ANIMAL CONTROL OFFICER

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of duties involved in the enforcement of various City and state animal control ordinances, regulations, and laws governing the care and keeping of livestock and wild and domestic animals in the City; investigates complaints regarding nuisance, stray, uncontrolled, dangerous, wild or diseased animals and issues appropriate citations; performs a variety of duties involved in licensing, impounding, caring for, and disposing of animals in accordance with state law and municipal ordinances; and provides public assistance in the field and at the City shelter.

REPRESENTATIVE DUTIES

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

1. Operate an animal services vehicle patrolling streets and alleys to capture and confine wild, stray, and unlicensed animals; impound dead, sick, injured, stray, or trapped domestic and non-domestic animals; remove and dispose of dead animals from public and private properties; transport injured animals.
2. Enforce applicable state laws and municipal ordinances concerning the ownership, impoundment, care, treatment, sale, and disposal of animals; enforce applicable animal control codes and licensing ordinances; issue citations for violations of applicable regulations.
3. Investigate complaints from the public and other agencies regarding nuisance, stray, uncontrolled, dangerous, wild, or diseased animals.
4. Respond to and conduct initial investigation of complaints regarding animal cruelty and abuse.
5. Investigate animal bites, arranging for appropriate identification and quarantine.
6. Respond to and resolve difficult and sensitive citizen inquiries and complaints; provide public information and education to citizens and community groups regarding animal services policies and procedures; give public presentations as necessary; educate the public on laws, codes, ordinances, and policies relating to the care and control of animals; assist public with licensing questions and complaints.
7. Participate in the operation of the City's animal shelter; kennel animals; update information in the computer system; clean, feed, and care for animals; clean animal cages and sterilize food and water containers; maintain sanitary conditions; microchip and vaccinate animals as necessary; test animals for compatibility with other animals and people; show animals to potential adoptees when necessary.
8. Operate and maintain a variety of animal services tools and equipment including humane

**CITY OF ANTIOCH
ANIMAL CONTROL OFFICER (CONTINUED)**

traps, mobile radios, and related animal services tools and equipment; keep equipment and vehicle in clean and healthful condition to accept impounded animals.

9. Prepare and maintain a variety of records detailing animal control work performed; prepare reports following established procedures.
10. Perform animal euthanasia according to established rules and regulations.
11. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Methods and techniques of animal collection and impoundment.
- Behavior and other characteristics of various breeds of dogs, cats, and other wild and domestic animals and livestock.
- Principles and practices of animal care and first aid.
- Symptoms and behavior associated with rabies and other common diseases of animals.
- Methods and equipment used in the care and control of animals.
- Office procedures, methods, and equipment including computers.
- Pertinent federal, state, and local laws, codes, and regulations including laws and regulations governing the care, housing, and control of animals.
- Methods and techniques used in customer service and public relations.
- Principles and practices of record keeping and reporting.
- English usage, spelling, grammar, and punctuation.
- Geographic features and locations within the area served.
- Standard broadcasting procedures of a police radio system.
- Occupational hazards and standard safety practices.

Ability to:

- Perform a variety of animal control activities.
- Interpret, explain, and enforce City animal control rules, regulations, policies, and procedures.
- Capture and care for a variety of domestic, exotic and wild animals.
- Recognize symptoms of rabies and common animal diseases.
- Perform euthanasia.
- Respond to requests and inquiries from the general public.
- Operate a variety of animal control equipment in a safe and effective manner.
- Understand and follow oral and written instructions.
- Speak before community groups.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

CITY OF ANTIOCH
ANIMAL CONTROL OFFICER (CONTINUED)

Equivalent to the completion of the twelfth grade (such as possession of a High School diploma or GED).

Experience:

One year of experience in a position involving a high level of public contact and experience in the care and treatment of with animals. Animal control experience is highly desirable.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or the ability to obtain during probationary period, a certificate for the euthanization of animals.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in an office, kennel, and field environment; exposure to a variety of domestic and wild animals; exposure to infectious animal diseases, animal wastes, animal bites, allergens, and inclement weather conditions; incumbents may be required to work extended hours including evenings, weekends, and holidays.

Physical: Primary functions require sufficient physical ability and mobility to travel to various locations to pick up and dispose of animals; exert physical strength when handling animals and livestock; to stand or sit for prolonged periods of time; stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate office equipment including use of a computer keyboard; to operate assigned equipment and vehicle; and to verbally communicate to exchange information.

FLSA: Non-Exempt

February 1985
Revised: June 2014

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

**ASSISTANT DEVELOPMENT SERVICES/ENGINEERING TECHNICIAN
ASSOCIATE DEVELOPMENT SERVICES/ENGINEERING TECHNICIAN
SENIOR DEVELOPMENT SERVICES/ENGINEERING TECHNICIAN**

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

SUMMARY DESCRIPTION

Under supervision (Assistant Technician) or general supervision (Associate Technician and Senior Technician), perform a variety of responsible, technical, paraprofessional office and field engineering, planning, building and public works tasks.

DISTINGUISHING CHARACTERISTICS

Assistant Technician - This is the entry level class in the Technician series providing technical, paraprofessional Community Development and Engineering support. Employees at this level are not expected to function with the same amount of program knowledge or skill level as employees allocated to the Associate Technician level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Advancement to the Associate Technician level is based on demonstrated proficiency in performing the assigned functions and is at the discretion of higher level supervisory or management staff.

Associate Technician - This is the full journey level class in the Technician series. Employees within this class are distinguished from the Assistant Technician by the performance of the full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the "Assistant" level, or when filled from the outside, require prior experience. Advancement to the "Associate" level is based on management judgment and/or certification or testing that validates the performance of the full range of job duties.

Senior Technician - This is the advanced journey level class in the Technician series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

When assigned to any position:

1. Perform a variety of technical, administrative, advanced clerical, and routine staff duties; research and gather data, and perform calculations and report writing as part of research for community development projects.

2. Receive and respond to inquiries from the public, contractors, developers, City employees, and other parties.
3. Establish filing systems; maintain records, files, databases, and reference materials; assist with plan/map filing.
4. Review and process various permits.
5. Post notices and prepare mailings for public hearings on individual properties.
6. Prepare and proofread a variety of reports, letters, agreements, and other correspondence; prepare graphs, charts, sketches and other materials.
7. Research and resolve billing issues with various parties.
8. Act as a liaison with other departments, divisions, and outside agencies.
- **When assigned to Engineering:**
9. Create and maintain a running inventory of improvement plans and files.
10. Use drafting techniques and procedures to prepare engineering drawings, designs, and calculations for construction projects.
11. Prepare project design, specifications, and cost estimates for City projects such as streets, sewers, storm drains, water lines, and traffic signals.
12. Take and compile traffic counts, radar surveys and other traffic information and maintain files and records.
13. Measure and prepare diagrams of intersections showing sight distances and traffic flow.
14. Prepare signing and marking plans and traffic signal designs.
15. Under the direction of a Land Surveyor or qualified Registered Civil Engineer, write property descriptions.
16. Respond to requests for information regarding flood zones and encroachment permits.
17. Review and process less complex minor subdivisions, lot line adjustments, and parcel mergers.
18. Update City maps.
19. Perform and participate in field surveys.
20. Collect data and make calculations and mathematical checks.
21. Do routine field inspections and prepare work requests for curb markings, signage and other public works projects; may assist in the field inspection of more complex public works projects, developments and other improvements requiring permits and inspection.
22. May take samples of construction material for testing.

23. May draft grant applications and coordinate invoices with funding agency.
 24. Perform office survey control and right-of-way research.
 25. Investigate and resolve citizen complaints regarding construction work on City facilities.
- **When assigned to Planning:**
26. Respond to requests for information regarding zoning and land use, City codes, policies and procedures, and planning commission and City council actions.
 27. Conduct research and field investigations related to land use, design review, variance, and environmental quality.
 28. Review application submittals to verify completeness under both state and local requirements, and development standards.
 29. Review and process less complex development projects, including administrative use permits, minor variances, sign permits, and minor subdivisions.
 30. Work with the City's project tracking system to facilitate the timely and complete processing of projects.
 31. Assist planners and engineers in conducting and preparing statistical and research projects.
 32. Compile zoning and planning related data.
- **When assigned to Building:**
33. Verify the completeness of building applications; route applications to the correct department.
 34. Process applications and permits for smaller building projects, including swimming pools, service changes, reroofs, patio covers, HVAC replacements and installations, and water heaters.
 35. Calculate and collect fees; track applications.
 36. Schedule building inspections.
 37. Read and interpret plans.
 38. Respond to public records requests.
 39. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices associated with civil or traffic engineering, planning, or building, depending on area of assignment.
- Drafting techniques and equipment.

- Surveying methods, procedures and equipment.
- Effectively represent the assigned division to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Mathematical principles as applied to engineering, planning, or building work.
- Principles and practices used to establish and maintain files and information retrieval systems.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Construction standards.
- Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

- Perform a variety of responsible, technical, paraprofessional tasks related to office and field engineering, planning, or building, depending on area of assignment.
- Read and interpret maps, plans, sketches, schematics, diagrams, and blueprints.
- Draft engineering drawings.
- Apply surveying techniques and use instruments common to land surveying.
- Respond to requests and inquiries from the general public.
- Prepare legal property descriptions.
- Make field and office engineering computations.
- Compile data, maintain records and files, and participate in the preparation of administrative or technical reports.
- Plan and organize work to meet changing priorities and deadlines.
- Organize and maintain accurate records and files.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work cooperatively with other departments, City officials, and outside agencies.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Assistant Development Services/Engineering Technician

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in mathematics, construction, engineering, planning, surveying, or a related field.

Experience:

One year of experience in paraprofessional civil engineering, planning, or building work is desirable.

License or Certificate:

Possession of an appropriate, valid driver's license.

Associate Development Services/Engineering Technician

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in mathematics, construction, engineering, planning, surveying, or a related field.

Experience:

Two years of experience in paraprofessional civil engineering, planning, or building work comparable to that of an Assistant Technician with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of certification as a Permit Technician through the ICC when assigned to the Building Division.

Senior Development Services/Engineering Technician

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in mathematics, construction, engineering, planning, surveying, or a related field.

Experience:

Two years of experience in paraprofessional civil engineering, planning, or building work comparable to that of an Associate Technician with the City of Antioch.

License or Certificate:

Possession of a valid California driver's license.

Possession of certification as a Permit Technician through the ICC when assigned to the Building Division.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with potential exposure to an outdoor field setting and travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: March 1987

Revised: February 1997, December 2003; June 2014

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

**BUILDING INSPECTOR I
BUILDING INSPECTOR II**

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

SUMMARY DESCRIPTION

Under supervision (Building Inspector I) or general supervision (Building Inspector II), performs a variety of building inspection duties at various stages of construction, alteration and repair for conformance with approved plans, specifications, applicable codes, ordinances and laws; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Building Inspector I - This is the entry level class in the Building Inspector series. This class is distinguished from the Building Inspector II by the performance of the more routine tasks and duties assigned to employees within the series. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Advancement to the "II" level is based on demonstrated proficiency in performing the full range of assigned duties, possession of required certifications, and is at the discretion of higher level supervisory or management staff.

Building Inspector II - This is the full journey level class in the Building Inspector series. Employees within this class are distinguished from the Building Inspector I by the performance of the full range of duties as assigned, including combination inspections (building, electrical, plumbing and mechanical) of a variety of residential, commercial, and industrial buildings. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the "I" level, or when filled from the outside, require prior experience. Advancement to the "II" level is based on management judgment and/or certification or testing that validates the performance of the full range of job duties.

REPRESENTATIVE DUTIES

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

1. Review plans and specifications for conformity with applicable codes and regulations.
2. Issue permits; calculate permit fees; perform final inspections; issue certificates of occupancy.
3. Perform field inspections of building construction, plumbing, mechanical and electrical installations in residential, commercial and industrial buildings to ensure compliance with project plans and applicable codes and regulations.
4. Inspect existing buildings and structures for hazardous conditions or need for repair.
5. Check quality of materials and methods of construction to ensure safety.

**CITY OF ANTIOCH
BUILDING INSPECTOR I/II (CONTINUED)**

6. Coordinate inspection activities with other divisions and departments; develop a team-oriented approach to implementing neighborhood revitalization.
7. Coordinate compliance with storm water protection programs among project developers and contractors.
8. Request, collect, review, and interpret documentation required for each project.
9. Respond to inquiries from the public relating to building regulations.
10. Keep current on new codes, ordinances, laws and amendments.
11. Utilize computer-based permit tracking system.
12. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a building inspection program.
- Approved building construction methods, materials and proper inspection methods.
- Principles of structural design, engineering mathematics and soil engineering.
- Occupational hazards and standard safety practices.
- Pertinent federal, state, and local laws, codes, and regulations, especially those related to building and construction.

Ability to:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials and detect deviation from plans, regulations and standard construction practices.
- Read and interpret building plans and specifications.
- Analyze, interpret and check complex plans, specifications and calculations.
- Utilize computer-based permit tracking system.
- Interpret, explain, and enforce department policies and procedures.
- Interpret and apply related laws, rules and regulations.
- Work independently in the absence of supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Building Inspector I

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

Three years of recent experience at the journey level in a skilled trade relating to

residential or commercial construction.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of an International Code Council (ICC) Building Inspector Certificate or Combination Inspector Certificate within one year of employment. Certified Access Specialist (CASP) certification is highly desirable.

Building Inspector II

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

Three years of experience comparable to that of a Building Inspector I with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of an International Code Council (ICC) Building Inspector Certificate or Combination Inspector Certificate. Certified Access Specialist (CASP) certification is highly desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office setting and a field construction site environment; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; work on ladders and in high, confined, hazardous spaces.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and construction site setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised: August 1999; June 2014

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

BUSINESS LICENSE REPRESENTATIVE

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

SUMMARY DESCRIPTION

Under general supervision, performs work in the administration of and compliance with the Business License Ordinance; prepares, processes, maintains, and verifies financial/accounting and statistical documents and records; prepares various reports and statements; provides information and assistance to the general public and City departments; and performs a variety of technical tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Perform the day-to-day administration of the Business License Ordinance; assist in the review and revision of the Business License Ordinance.
2. Issue business licenses and collect fees; maintain complete and accurate records regarding business licenses; maintain complete and current records on businesses operating in the City.
3. Perform and/or coordinate field inspections and surveys to determine validity of business licenses and to detect unlicensed businesses.
4. Advise proprietors concerning license renewals.
5. Determine what category applies in classifying a business for the purpose of licensing.
6. Visit retail businesses and act as a liaison between businesses and City Hall.
7. Refer violations of the Business License Ordinance to the Code Enforcement Division.
8. Prepare various related correspondence, records and reports.
9. Perform related duties as required.

QUALIFICATIONS

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

**CITY OF ANTIOCH
BUSINESS LICENSE REPRESENTATIVE (CONTINUED)**

Knowledge of:

- Financial record keeping, bookkeeping and basic governmental accounting principles and practices.
- Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
- Basic auditing principles and practices.
- Principles and practices used in establishing and maintaining accounting files and information retrieval systems.
- Principles and practices of fiscal, statistical, and administrative record keeping and reporting.
- Methods and techniques for basic report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service techniques, practices, and principles.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Effectively apply accounting knowledge in the performance of a variety of accounting, fiscal, and statistical record keeping duties.
- Prepare a variety of letters, records, reports and related documents.
- Implement and maintain filing systems.
- Compile a variety of information and records and exercise good judgment in maintaining information, records, and reports, and resolving problems.
- Perform mathematical calculations quickly and accurately including to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work independently in the absence of supervision.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Deal successfully with the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs.
- Type and enter data at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Graduation from high school, or equivalent, supplemented by specialized or college level course work in accounting or bookkeeping.

Experience:

Two (2) years of financial clerical experience in public contact work that involved the interpretation and application of rules and regulations. Typing at a rate of 40 net words per minute is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: February 1993
Revised: January 1994; June 2014

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

BUYER

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

SUMMARY DESCRIPTION

Under direction, performs duties involved in the purchasing of materials, supplies, services and equipment for the City; receives, reviews and analyzes bid proposals from suppliers and selects successful vendors; prepares a variety of specifications, purchase orders and contracts for City services, supplies and equipment; and performs the more technical and complex tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Write RFPs, RFQs, technical specifications, complex, substantive contracts, bid tabulations, purchase orders, reports and correspondence; edit product specifications submitted and write new product specifications when required.
2. Administer formal/informal request for proposals packages and bids; evaluate bids against specifications and recommend purchase or award of contract in accordance with policies.
3. Determine successful bidders, set up City/supplier contractual conditions, act as liaison between City and vendors, and perform contract administration duties.
4. Participate in the development and implementation of goals and objectives as well as policies and procedures relating to the purchase of materials, supplies, and equipment and contracting for services; make recommendations for changes and improvements to existing standards, policies, and procedures; monitor work activities to ensure compliance with established policies and procedures.
5. Participate in the preparation and administration of the assigned budget; submit budget recommendations; monitor expenditures.
6. Receive, review for completeness and accuracy, and analyze purchase requisitions; review requisitions to insure that budgeted amounts will not be exceeded.
7. Confer with various department representatives and other authorized personnel to determine purchasing needs, requests and specifications; develop or assist in the development of specifications for supplies, materials, services, and equipment.
8. Interview vendor representatives to evaluate products and services, to obtain price trends, to obtain comparative information, and to establish potential sources of supply.
9. Confer with suppliers or manufacturers in order to acquaint them with purchasing policies and procedures and obtain information on required goods and services.

**CITY OF ANTIOCH
BUYER (CONTINUED)**

10. Maintain current and complete lists of suppliers and information on their products based on previous purchases and market research.
11. Assist in maintaining an accurate fixed assets inventory; conduct annual warehouse, stores, and fixed assets inventory; develop records and procedures for inventory control.
12. Evaluate actual value and negotiate trade-in allowances, sale, auction or other disposition of City property.
13. Provide training on a variety of matters including purchasing procedures, changes in policy, and invoice processing.
14. Investigate complaints and problems with purchase orders and contracts; secure adjustments; resolve invoice and payment problems.
15. Maintain records concerning operations and programs; prepare reports on operations and activities to communicate and document status and issues.
16. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a purchasing program.
- Principles, practices, and procedures of purchasing including competitive bidding methods and bid preparation, solicitation, award, and evaluation to assure compliance with specifications.
- Principles, practices, and techniques of contract administration and negotiation.
- Sources and types of equipment, supplies, and services used by a municipality.
- Basic accounting procedures and business practices applicable to the purchasing function.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and procedures of record keeping.
- Principles of business letter writing and report preparation.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Plan, organize and coordinate the work of the purchasing function.
- Recommend and implement goals, objectives, policies, and procedures for providing purchasing programs.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply federal, state and municipal purchasing laws and procedures.
- Conduct research, gather and evaluate complex technical data and make recommendations.
- Participate in the preparation and administration of assigned budgets.
- Negotiate cost effective purchasing contracts based on quality, quantity, and price.

CITY OF ANTIOCH
BUYER (CONTINUED)

- Design, implement, and maintain record keeping and inventory systems.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Plan and organize work to meet changing priorities and deadlines.
- Prepare clear and concise reports.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by two years of college level course work in business or public administration, marketing or a related field.

Experience:

Four years of increasingly responsible experience in purchasing a variety of supplies, materials, services, and equipment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created January 2001

Revised: June 2014

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

CODE ENFORCEMENT OFFICER

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of investigations as well as field and office tasks to secure compliance with and understanding of planning, zoning, business license, Housing Laws and other codes; and performs related work as required.

REPRESENTATIVE DUTIES

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

1. Inspect land, structures, vehicles and stored materials for compliance with applicable planning, zoning and other codes and laws.
2. Respond to complaints regarding municipal and other code violations, law or statute where enforcement authority is defined; issue citations to property owners; work with property owners to bring property into compliance.
3. Schedule and perform mandatory inspections of all rental properties within the City.
4. Compile notes and photographs on assigned cases.
5. Research property ownership; advise property owners of code violations.
6. Prepare inspection and abatement warrants for approval.
7. Plan and carry out systematic field visits of businesses, garage sales, vendors and peddlers to assure compliance with business license and permit regulations.
8. Investigate code, license and fee violations and issues appropriate warnings and citations; issue stop work orders for illegal construction.
9. Provide public information on compliance with municipal rules and regulations.
10. Assist in preparing cases for prosecution.
11. Maintain accurate records of field and office work.
12. Prepare oral and written reports, and work cooperatively with all public officials charged with the enforcement of laws.
13. Effectively communicate with members of the public.
14. Prepare and testify in front of Boards, Commissions and Courts.
15. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Methods and techniques of code enforcement.
- Applications of City municipal codes and regulations.
- Methods and techniques of field inspections, investigation, and evidence preservation.
- Principles and procedures of record keeping.
- Principles and practices of research and report preparation.
- Principles and procedures of administrative and legal proceedings.
- Various business enterprises and their methods of operations.
- Methods of public contact associated with compliance, collections, and investigative work.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state and local laws, codes, and regulations.

Ability to:

- Conduct field investigations and determine if codes have been violated.
- Learn the ordinances, policies, procedures, forms, practices, and significant aspects of businesses associated with assigned activities.
- Advise property owners, contractors, and other responsible parties of code violations and changes needed to conform with standards.
- Effectively collect and evaluate financial records and other data.
- Work a flexible schedule, including some weekend hours.
- Respond to requests, inquiries and complaints from the general public.
- Research, interpret, and apply federal, state, and local laws and ordinances.
- Develop lesson plans, teaching materials, and goals for community education.
- Maintain accurate and detailed logs and records of work performed.
- Prepare clear and concise reports.
- Work independently in the absence of supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade. Additional specialized training in law enforcement, code enforcement, conflict resolution, planning, or a related field is desirable.

Experience:

Two years of increasingly responsible public contact experience, preferably in zoning enforcement, law enforcement, or a closely related field. Investigative or compliance experience is desirable.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a field setting with travel from site to site and exposure to an outdoor field environment and all types of weather and temperature conditions; may work irregular hours; exposure to potentially hostile individuals and environments, noise, dust, grease, smoke, fumes, and gases; work at heights or in confined spaces; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; walk on uneven terrain, loose soil, and sloped surfaces; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations; to operate equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: June 1997
Revised: May 1999; November 2011; June 2014

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

COMPUTER TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision, installs hardware and software and provides end-user support for personal computer systems; and assists with the administration of the data network.

DISTINGUISHING CHARACTERISTICS

This is the full apprentice level class in the Computer Technician series. Employees within this class are responsible for the full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

REPRESENTATIVE DUTIES

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

1. Install, troubleshoot and repair computers and peripheral hardware and software throughout the City, including computers installed in vehicles.
2. Confer with information systems staff and vendors regarding identification and resolution of computer problems.
3. Research software or hardware issues and recommend appropriate solutions.
4. Install and maintain antivirus software and other security software.
5. Assist in the administration and maintenance of user accounts, profiles and permissions.
6. Prepare and maintain audio/visual equipment for City Council meetings, including cameras, microphones, recording equipment, and a presentation computer.
7. May train individual end-users in the use of computer products.
8. Participate in the purchasing of new equipment.
9. Assists with the administration of the data network and telephone systems.
10. Change backup tapes.
11. Rotates mandatory 24/7 on-call duty with other staff.
12. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Windows software, VMWare, desktop environments ,and operating systems.
- Principles, concepts and terminology of computer software and hardware support.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- Audio/visual equipment used in recording.
- Principles and procedures of record keeping and filing.

Ability to:

- Resolve computer hardware and software problems.
- Install and maintain personal computer systems.
- Recommend appropriate computer hardware and software.
- Use initiative and sound independent judgment within established procedural guidelines.
- Prepare clear, concise and accurate documentation, instructions, correspondence and other written materials.
- Maintain accurate records and files.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Plan and organize work to meet changing priorities and deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in computer technology or a related field.

Experience:

Two years of increasingly responsible computer support experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of certifications in applicable operating systems and/or networking is desirable

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office setting, and outside, with travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an

CITY OF ANTIOCH
COMPUTER TECHNICIAN (CONTINUED)

office setting and in vehicles; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to reach under car dashboards and into car trunks; to lift, pull and reach into small spaces; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information; will be required to work evenings and/or weekends as needed, and on a rotating on-call basis.

FLSA: Non-Exempt

March 1998
Revised: June 2014

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

CRIME ANALYST

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

SUMMARY DESCRIPTION

Under direction, performs a variety of administrative, strategic, and tactical analyses, studies, and research projects related to criminal activity; collects, compiles, and analyzes data from a variety of sources to identify and evaluate crime series, trends, and patterns; prepares crime summaries, statistical reports, spreadsheets, charts, maps, diagrams, and graphs; and disseminates information to members of the Police Department and the community.

REPRESENTATIVE DUTIES

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

1. Perform a full range of crime related analysis; research, analyze, and collect data from a variety of sources to identify and evaluate crime series, patterns, and trends; attend investigations briefings; review police officers' crime and arrest reports for content and to evaluate shifts and/or other changes in crime patterns and trends.
2. Prepare reports and maps related to crime patterns and trends; provide information related to crime patterns and trends for Department staff including the Field Services and Investigations Units; prepare and evaluate Crime View Beat report for updates for Field Services use; create custom reports as requested for analyzing trends and proactive enforcement; analyze and prepare robbery date/time/location/MO analysis and maps for investigators.
3. Respond to Administrative requests for statistical reports and analysis for Department use and public dissemination.
4. Prepare weekly statistical information for posting on the Police Department's website and other locations as required; prepare crime maps and spreadsheets for posting on the City's website.
5. Compile and prepare reports when requested under the Public Records Act.
6. Maintain records and develop reports concerning crime analysis; maintain records for in-house statistics; maintain and file crime analysis and management reports; prepare statistical reports as required.
7. Serve on committees as requested; collaborate and communicate with analysts from other agencies.
8. Assist with other Police Department activities; provide assistance to the Records Unit as requested; prepare and review reports.

CITY OF ANTIOCH
CRIME ANALYST (CONTINUED)

9. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of crime analysis; incorporate new developments as appropriate into programs.
10. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a crime analysis program.
- Principles, practices, methodologies, and techniques of crime analysis, crime prevention, law enforcement, and police records processing.
- Various methods and techniques used in research and statistical analysis.
- Uniform Crime Reporting (UCR).
- Principles of data collection, analysis, and dissemination.
- Recent developments, current literature, and information related to crime analysis.
- Geographic features and locations within the area served.
- Pertinent federal, state, and local laws, codes, and regulations.
- Office procedures, methods, and equipment including specialized public safety computer systems and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping.

Ability to:

- Perform statistical research and analysis.
- Analyze various crime data and develop analytical reports.
- Track and present findings related to criminal activity, patterns, and trends.
- Prepare predictions of criminal activity based upon previous reported activity and an analysis of typical behavior patterns.
- Generate reports, maps, charts, graphs and other visual aids.
- Prepare clear and concise reports.
- Utilize various computer systems in statistical analysis and data collection.
- Operate office equipment including computers and supporting crime analysis programs and databases.
- Organize, maintain, and retrieve data from manual and electronic files.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Work cooperatively with other departments, City officials, and outside agencies.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Recommend and implement goals and objectives for providing crime analysis and research.
- Plan and present material both orally and in writing.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in criminal justice, statistics, or a related field.

Experience:

Two years of increasingly responsible para-professional level administrative research and staff support experience, preferably in a law enforcement or criminal justice setting.

License or Certificate:

Possession of a Department of Justice Crime & Intelligence Analysis certificate is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: February 1998

Revised: June 2014

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

CRIME DATA TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision, provides a variety of routine to difficult statistical reports and general office support for administration. General functions may include, but are not limited to, data collection and limited analysis, office support duties, typing and recordkeeping, programming, departmental reports, and related work as assigned. This is a technical non-sworn position assigned to the Police Department. This position is not intended as a training step for Peace Officer or Community Service Officer status.

REPRESENTATIVE DUTIES

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

1. Gather and tabulate data on a variety of administrative and policy matters.
2. Provide responsible professional and administrative staff assistance.
3. Conduct surveys and perform research and reports as requested.
4. Confer with department management staff.
5. Develop recommendations and prepare and present reports.
6. Draft policies and procedures relative to assigned duties.
7. Assist in the preparation of a budget and make budget recommendations relative to assigned duties.
8. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a crime analysis program.
- Principles, practices, methodologies, and techniques of crime analysis, crime prevention, law enforcement, and police records processing.
- Various methods and techniques used in research and statistical analysis.

**CITY OF ANTIOCH
CRIME DATA TECHNICIAN (CONTINUED)**

- Uniform Crime Reporting (UCR).
- Principles of data collection, analysis, and dissemination.
- Recent developments, current literature, and information related to crime analysis.
- Geographic features and locations within the area served.
- Statistics and their application.
- Graphic materials and presentations.
- Modern research methods.
- Pertinent federal, state, and local laws, codes, and regulations.
- Office procedures, methods, and equipment including specialized public safety computer systems and applicable software applications such as word processing, spreadsheets, and databases.
- Correct English usage, including spelling, grammar and punctuation.
- Business letter writing and the standard format for typed materials.
- Basic arithmetic.
- Principles and procedures of record keeping.

Ability to:

- Perform statistical research and analysis.
- Analyze various crime data and develop analytical reports.
- Generate reports, maps, charts, graphs and other visual aids.
- Prepare clear and concise reports.
- Utilize various computer systems in statistical analysis and data collection.
- Operate office equipment including computers and supporting crime analysis programs and databases.
- Organize, maintain, and retrieve data from manual and electronic files.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Work cooperatively with other departments, City officials, and outside agencies.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Plan and present material both orally and in writing.
- Communicate clearly and concisely, both orally and in writing.
- Make accurate arithmetic calculations.
- Use initiative and sound independent judgment within established guidelines.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to high school graduation and supplemented by courses such as Microsoft Windows XP, Microsoft Office products, Crystal reports, Researching and compiling statistical data.

An Associate Degree from an accredited college or university in statistical reporting is preferred.

CITY OF ANTIOCH
CRIME DATA TECHNICIAN (CONTINUED)

Experience:

Three (3) years of increasingly responsible analytical or clerical experience including experience dealing with data collection, performing statistical research and analysis, presenting and disseminating data and statistics, and working with automated systems design and implementation. A law enforcement background is desirable.

License or Certificate:

Possession of a Department of Justice Crime & Intelligence Analysis certificate is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: May 2005
Revised: June 2014

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

**CUSTOMER SERVICE REPRESENTATIVE I
CUSTOMER SERVICE REPRESENTATIVE II**

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

SUMMARY DESCRIPTION

Under general supervision, provides a variety of routine to difficult financial, statistical and accounting office support for general accounting, billing and cashiering functions; provides information and assistance to customers, the general public, and other City staff and departments; maintains files and records; and performs general office support duties, including typing and recordkeeping.

DISTINGUISHING CHARACTERISTICS

Customer Service Representative I – This is the entry level class in the Customer Service Representative series. Initially under close supervision, incumbents learn office and City procedures, such as accounts receivable and payable, business licensing procedures, and cashiering functions. As experience is gained, there is greater independence of action within established guidelines. Advancement to the “II” level is based on demonstrated proficiency in performing the assigned functions that meets the qualifications for the higher level class and is at the discretion of higher level supervisory or management staff.

Customer Service Representative II – This is the journey level class in the Customer Service Representative. Employees within this class are distinguished from the Customer Service Representative I by the performance of the full range of duties as assigned including financial, billing and cashiering and accounting office support duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the “I” level, or when filled from the outside, require prior experience. Advancement to the “II” level is based on management judgment and/or certification or testing that validates the performance of the full range of job duties.

REPRESENTATIVE DUTIES

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

1. Perform a variety of responsible customer service, clerical accounting, and office support duties in support of assigned function or program area including in the areas of general accounting, utility billing, and cashiering.
2. Respond to inquiries, requests, and complaints in person or by phone; provide explanation of established procedures and policies of the work unit and/or designated program area; refer customers to appropriate personnel as necessary; start and stop services; solve customer issues and answer customer questions including billing questions.
3. Prepare, maintain, and/or verify a variety of accounting, financial, and statistical records, ledgers, logs, and files including customer account information files; review information for accuracy and completeness; resolve discrepancies and arrange for needed corrections; forward information to appropriate departments.

CITY OF ANTIOCH
CUSTOMER SERVICE REPRESENTATIVE III (CONTINUED)

4. Create new utility customer accounts; obtain required information from customers to begin or discontinue water service; verify existing credit history information; receive customer payments and guaranteed deposits for service; issue receipts as necessary.
5. Process all monies received for the City whether by cash, check or bankcard; collect fees and other monies for various City services, issuing receipts, preparing deposits, and balancing accounts on a regular basis; extend payments for overdue bills within specified limits.
6. Create, print, process, and file service orders including shut off service orders for failed arrangement.
7. Disburse and maintain petty cash records.
8. Provide a variety of assistance to customers at the City animal shelter; issue dog license certificates, microchips, adoptions and redemptions; receive and record complaints and bite reports.
9. Ensure proper authorization and compliance with City policies and procedures.
10. Perform a variety of general office support duties such as typing, proofreading, filing, answering the telephone and preparing periodic and special reports.
11. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Basic principles, procedures, and methods used in the performance of customer service and clerical accounting duties.
- Customer service techniques, practices, and principles.
- Financial recordkeeping and bookkeeping practices and procedures.
- Basic auditing principles and practices.
- Basic mathematical principles.
- Methods and techniques of proper phone etiquette.
- Principles and procedures of record keeping and filing.
- English usage, spelling, grammar and punctuation.
- Business letter writing and basic report preparation.
- Modern office procedures, methods, and equipment including computers.
- Computer applications such as word processing, spreadsheet, and database applications as well as financial and statistical software.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform a variety of customer services, clerical accounting, and office support duties and activities in support of assigned function.
- Prepare, maintain, and reconcile various financial, accounting, statistical and numerical records.
- Perform a variety of accounting, fiscal, and statistical record keeping duties
- Make accurate arithmetic calculations.
- Perform ten-key operations by touch.

- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Implement and maintain filing systems.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Maintain composure and exercise good judgment when answering demanding questions.
- Utilize public relations techniques in responding to inquires and complaints.
- Prioritize work and coordinate several activities.
- Understand and carry out oral and written directions.
- Type and enter data at a speed necessary for successful job performance.
- Operate and use modern office equipment including a computer and various software packages.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Use applicable office terminology, forms, documents, and procedures in the course of the work.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Customer Service Representative I

Education/Training:

Equivalent to completion of the twelfth grade.

Experience:

One year of customer service, bookkeeping, accounting or financial clerical experience.

Customer Service Representative II

Education/Training:

Equivalent to the completion of the twelfth grade. Additional specialized training or college level course work in accounting, bookkeeping, business administration, or a related field is highly desirable.

Experience:

Two years experience comparable to that of a Customer Service Representative I in the City of Antioch.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

CITY OF ANTIOCH
CUSTOMER SERVICE REPRESENTATIVE I/II (CONTINUED)

FLSA: Non-Exempt

Revised January 1993; November 2000; June 2014

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

GIS SPECIALIST

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

SUMMARY DESCRIPTION

With limited supervision, install and maintain a variety of computer-based software and hardware including but not limited to Geographical Information Systems software (GIS), and Computerized Maintenance and Management Software (CMMS); perform system administration, system integration, system maintenance, project management, training, evaluate system hardware and software requirements; perform other tasks related to system development and implementation of a comprehensive GIS and CMMS; responsible for recommendations, installation, maintenance, troubleshooting and support of hardware and software used; expected to take ownership of, and complete implementation of the City's GIS and CMMS asset management and reporting system; and perform other duties as assigned. This is a skilled, journey-level position serving as the technical expert; may supervise Technicians or Interns.

REPRESENTATIVE DUTIES

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

1. In a leading capacity, provides design, development, implementation, integration, installation, and maintenance of the City's GIS/CMMS system.
2. Recommend, purchase, install and support GIS/CMMS software.
3. Make equipment recommendations; troubleshoot hardware, software and peripheral problems.
4. Interpret base maps; monitor and maintain parcel/land use maps and databases; assign, verify and coordinate boundaries.
5. Interact with technical service teams on system solutions related to GIS/CMMS, including Information Systems Department, application developers, and consultants.
6. Prepare and maintain written records and reports.
7. Coordinate contract work and projects with City departments and external agencies.
8. Develops reporting data from existing GIS/CMMS databases.
9. May supervise subordinate staff, such as the GIS Technician, part-time assistant, or Interns.
10. Maintain safe working areas and conditions.
11. Performs manipulation of developed GIS data into Public Works Computerized Maintenance and Management Systems (CMMS).

**CITY OF ANTIOCH
GIS SPECIALIST (CONTINUED)**

12. Provides services for Public Works CMMS, including GIS implementation, maintenance of CMMS database.
13. Provides reporting to Public Works Divisions on work history, asset history, and state mandated requirements.
14. Performs continued development of CMMS to help enhance Public Works services, customer relationships, and asset management.
15. Ensures the maintenance of CMMS data and data input for users to withdraw information for citizen requests.
16. Maintain reports, work history, and asset information to streamline Utility Divisions master plan and state mandated requirements.
17. Interpret engineering plans, future developments, annexations, Capital Improvements projects, and model interpretations for GIS layer and database development.
18. Coordinate system development to serve GIS/CMMS users, including special projects and work with contractors, consultants, and external agencies.
19. Provides administration for integrated software as it ties into the City's GIS/CMMS.
20. Provides training and instruction to users of GIS/CMMS software.
21. Perform a variety of other duties as assigned.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a GIS program.
- Principles and practices of land-based mapping application theory.
- Methods and techniques of implementing and deploying GIS-related applications and solutions using a variety of technologies.
- Principles of supervision, training, and performance evaluation.
- Principles and procedures of record keeping.
- Principles of business letter writing, business arithmetic, and basic report preparation.
- GIS hardware, software, server-based applications, and web-based applications.
- A range of software tools for GIS map creation and maintenance, data analysis, and Internet-enabled GIS, City standard software, database and operating systems.
- Global Positioning System (GPS) hardware and software.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Coordinate and direct a GIS program.
- Supervise, organize, and review the work of assigned staff involved in City infrastructure mapping and a variety of GIS services.
- Select, train, and evaluate staff.
- Recommend and implement goals, objectives, policies and procedures for providing

**CITY OF ANTIOCH
GIS SPECIALIST (CONTINUED)**

- GIS mapping services.
- Understand the organization and operation of the organization and of outside agencies as necessary to assume assigned responsibilities.
 - Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
 - Prepare clear and concise reports.
 - Participate in the preparation and administration of assigned budgets.
 - Exercise independent judgment within procedural guidelines.
 - Work independently in the absence of supervision.
 - Take coaching, instruction, and feedback with a cooperative and positive attitude.
 - Identify and conceptualize information needs, work flow sequences, and data acquisition problems.
 - Develop economical and feasible presentations, making the best use of available GIS applications and design constraints.
 - Effectively participate in GIS application programming and testing activities.
 - Reason logically and clearly with symbolic information.
 - Perform effectively under the conditions associated with the work.
 - Develop and maintain appropriate documentation.
 - Exercise good judgment and maintain confidentiality regarding critical and sensitive information, records, and reports.
 - Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
 - Provide technical advice, staff training, and consultation to ensure efficient GIS systems utilization.
 - Adapt to changing technologies and learn functionality of new equipment and systems.
 - Plan and organize work to meet changing priorities and deadlines.
 - Effectively represent the GIS program to outside individuals and agencies to accomplish the goals and objectives of the unit.
 - Work cooperatively with other departments, City officials, and outside agencies.
 - Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
 - Communicate clearly and concisely, both orally and in writing.
 - Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Sixty (60) units of coursework from an accredited college with major course work in planning, computer science, geography (GIS), engineering, or related field.

Experience:

Four years of responsible experience related system design and analysis, application development, project management, automated mapping or GIS.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with occasional travel from site to site and exposure to all types of weather and temperature conditions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-exempt

Created: February 2000

Modified: June 2014

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

GIS TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of responsible, technical, sub-professional office and field tasks in support of the City's Geographical Information System (GIS) program; and collects GIS data and maintains the GIS database for the mapping of City and public works infrastructure.

REPRESENTATIVE DUTIES

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

1. Perform the design, development, implementation, and maintenance of the City's GIS/CMMS systems; compile, store, inventory, and analyze data.
2. Create and maintain GIS data to support enterprise GIS efforts for the City.
3. Design and develop various GIS analysis maps for different City departments to accommodate their GIS needs.
4. Interpret engineering plans, future developments, annexations, Capital Improvement projects, and model interpretations for GIS layer and database development.
5. Conduct GPS data collection and data post-processing for GIS layer development efforts.
6. Assist in the progress of enhancing the City's GIS services to aid in the development of various City departments.
7. Ensure the integrity, quality, and accuracy of a variety of GIS information and data; field check data by driving to locations, verifying features and recording changes.
8. Operate a variety of GIS input and output devices including GPS receivers, scanners, printers, and plotters.
9. Capture data using GPS equipment; export data into shapefile format and import data into the existing GIS database.
10. Research geographic and tabular data from various sources for integration into the City's GIS database; provide updated information to external agencies as necessary.
11. Stay abreast of new and emerging trends and changing technologies in the field of GIS; read pertinent industry publications; attend meetings and training as required.
12. Gather all base data sources including improvement plans and other resources in field.
13. Prepare and print a variety of routine and special request maps.

**CITY OF ANTIOCH
GIS TECHNICIAN (CONTINUED)**

14. Maintain all project data updates by adding subdivision improvement plans, capital improvement plans, public works project plans, maintenance field work and pipe inspection feature changes to GIS database.
15. Manipulate developed GIS data into Public Works Computerized Maintenance and Management Systems (CMMS).
16. Provide services for Public Works CMMS, including GIS implementation and maintenance of CMMS database.
17. Ensure the maintenance of CMMS data and data input for users to withdraw information for citizen requests.
18. Maintain reports, work history, and asset information to streamline Utility Divisions master plan and state mandated requirements.
19. May provide oversight and limited direction to intern or part time staff.
20. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services and activities of a GIS/CMMS program.
- Principles and techniques of GIS/CMMS.
- Methods and techniques of developing maps.
- Methods and techniques of assembling and compiling geographic data.
- Personal computer hardware and software.
- Uses, capabilities, and operational characteristics of GIS equipment and specialized hardware and software.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

- Provide technical support to GIS/CMMS programs.
- Compile and analyze GIS/CMMS data.
- Read and interpret maps and data.
- Prepare accurate maps; scan maps and photographs.
- Create, edit and plot GIS data and graphics in specialized software programs.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Identify necessary changes and update and/or post data.
- Implement, maintain and operate GIS database systems, including related hardware and software.
- Make complete, logical and accurate mathematical calculations.
- Operate office equipment including computers, plotter, and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.

CITY OF ANTIOCH
GIS TECHNICIAN (CONTINUED)

- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in GIS, engineering, design, land surveying, computer science, or a related field.

Experience:

Two years experience in GIS, CMMS, mapping, or related field.

License or Certificate:

Possession of, an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with occasional travel from site to site and exposure to all types of weather and temperature conditions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: March 1987

Revised: February 1997, December 2003; March 2010; June 2014

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

**JUNIOR ENGINEER
ASSISTANT ENGINEER
ASSOCIATE CIVIL ENGINEER**

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

SUMMARY DESCRIPTION

Under supervision (Junior Engineer), general supervision (Assistant Engineer), or direction (Associate Civil Engineer), performs professional engineering work in the design, construction and maintenance of public works projects; plans and coordinates a major public works program; and assists in supervision of engineering division activities.

DISTINGUISHING CHARACTERISTICS

Junior Engineer - This is the entry level class in the Engineer series. This class is distinguished from the Assistant Engineer by the performance of the more routine tasks and duties assigned to employees within the series. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Incumbents perform office or field engineering projects of easy to average difficulty, including routine professional and non-professional assignments. Advancement to the Assistant Engineer level is based on demonstrated proficiency in performing the full range of assigned duties, possession of required certifications, and is at the discretion of higher level supervisory or management staff.

Assistant Engineer - This is the second level class in the Engineer series. This class is distinguished from the Associate Civil Engineer by the performance of the more routine tasks and duties not requiring a Professional Engineer certification. Employees work independently, receiving only occasional instruction or assistance. Incumbents are responsible for a variety of office or field projects of average difficulty and are expected to direct them to completion. Advancement to the Associate Civil Engineer level is based on demonstration of sound engineering judgment, possession of a Professional Engineer certification, and requires considerable knowledge of civil engineering practice including land development, traffic engineering and the planning, design, construction and maintenance of a wide variety of civil engineering projects. Advancement to the Associate Civil Engineer level is at the discretion of management staff.

Associate Civil Engineer - This is the full journey level class in the Engineer series. Employees within this class are distinguished from the Assistant Engineer by the performance of the full range of duties as assigned including the performance of duties requiring a Professional Engineer certification. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

REPRESENTATIVE DUTIES

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

CITY OF ANTIOCH
JUNIOR/ASSISTANT/ASSOCIATE CIVIL ENGINEER (CONTINUED)

1. Perform responsible engineering work in connection with municipal public works projects; plan, schedule and coordinate work on major or complex engineering projects.
2. Prepare engineering plans, specifications, and costs for the construction of streets, storm drains, parks, signals, buildings and other capital improvement projects.
3. Prepare engineering reports concerning traffic related complaints and problems.
4. Review a variety of construction plans, maps, reports, applications, and various development and construction agreements.
5. Provide information and respond to questions from the public, contractors, developers, and other City departments.
6. Determine design procedures; interpret the application of design criteria.
7. Prepare grant funding applications for various projects; process and track grant applications and funds.
8. Check plans and specification for accuracy and completeness of design.
9. Prepare preliminary and final project cost estimates.
10. Provide project management for construction projects to ensure contractor compliance with project specifications, time, and budget parameters; provide engineering information to contractors, developers, engineers and the public.
11. Review and approve payments for consultants, vendors, and contractors.
12. Resolve disputes between the City and contractors concerning plans, specifications and extra work.
13. Prepare staff reports, and make presentations to the City Council, commissions and other groups, as necessary.
14. Coordinate engineering work with other City divisions, consultants, developers and property owners.
15. May perform field survey work.
16. May supervise subordinate staff.
17. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices of civil engineering and its application to municipal public works and construction.

**CITY OF ANTIOCH
JUNIOR/ASSISTANT/ASSOCIATE CIVIL ENGINEER (CONTINUED)**

- Land development, including planning and analysis of engineering systems needed for the use of land including streets, highways, sewage, water facility, storm drain, grading, land use and utilities.
- Public works contract administration including the process of contract preparation, contractor selection, administration of contract work, change orders, disputes, claims, equal opportunity and closing of contracts.
- Field and construction survey techniques.
- Design and drafting methods and equipment.
- Civil engineering applied to estimates, studies, technical reports, design, plans, specifications and professional recommendations for a variety of engineering activities.
- Construction including survey, inspection and public works contract administration procedures, and engineering materials and methods.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

- Prepare and review plans, specifications, cost estimates and engineering reports.
- Make accurate engineering computations and drawings.
- Coordinate engineering activities with activities of other divisions and outside organizations.
- Write clear, concise and accurate technical and non-technical reports, correspondence and memoranda; prepare reports, agreements and accurate records.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Deal tactfully with the public, high level staff or other public and private agencies, contractors, private engineers, governmental officials and other City employees.
- Explain complicated technical matters in non-technical terms.
- Select, train, and evaluate staff.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Junior Engineer

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

Experience:

No experience is required.

License or Certificate:

Possession of an appropriate, valid driver's license.

Assistant Engineer

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

CITY OF ANTIOCH
JUNIOR/ASSISTANT/ASSOCIATE CIVIL ENGINEER (CONTINUED)

Experience:

Two years of increasingly responsible and professional engineering experience in plan checking, design, construction, or contract management comparable to that of a Junior Engineer with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of registration as an Engineer-In-Training.

Associate Civil Engineer

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

Experience:

Two years of increasingly responsible and professional engineering experience comparable to that of an Assistant Engineer with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of registration as a Professional Engineer in the State of California.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with occasional exposure to an outdoor field setting and travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and outdoor field setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

March 1990

Revised: June 2014

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

**JUNIOR PLANNER
ASSISTANT PLANNER
ASSOCIATE PLANNER**

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

SUMMARY DESCRIPTION

Under supervision (Junior Planner), general supervision (Assistant Planner), or direction (Associate Planner), performs professional level work in the fields of current and advance planning; conducts special projects and research as assigned; prepares reports and recommendations relative to assigned area of responsibility; and interprets economic development, planning and zoning for the public and other departments.

DISTINGUISHING CHARACTERISTICS

Junior Planner - This is the entry level class in the Planner series. This class is distinguished from the Assistant Planner by the performance of the more routine tasks and duties assigned to employees within the series. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Incumbents perform planning projects of easy to average difficulty, including routine professional and non-professional assignments. Advancement to the Assistant Planner level is based on demonstrated proficiency in performing the full range of assigned duties, possession of required certifications, and is at the discretion of higher level supervisory or management staff.

Assistant Planner - This is the second level class in the Planner series. This class is distinguished from the Associate Planner by the performance of more routine tasks and duties. Employees work independently, receiving only occasional instruction or assistance. Incumbents are responsible for a variety of planning projects of average difficulty and are expected to direct them to completion. Advancement to the Associate Planner level is based on management judgment, and requires considerable knowledge of all aspects of urban planning including zoning, land use, environmental regulations, and the General Plan and Municipal Code.

Associate Planner - This is the full journey level class in the Planner series. Employees within this class are distinguished from the Assistant Planner by the performance of the full range of urban planning duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

REPRESENTATIVE DUTIES

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

1. Perform responsible professional planning work in the review of development proposals and both short and long-range planning and economic development studies.
2. Respond to inquiries from the general public regarding property, development projects, and planning and code questions at a public counter and over the phone; review plan submittals.

CITY OF ANTIOCH
JUNIOR/ASSISTANT/ASSOCIATE PLANNER (CONTINUED)

3. Process development applications for General Plan amendments, rezones, use permits, tentative maps, final development plans, and design review; review proposals for consistency with applicable codes and policies.
4. Review and sign off on business license requests and administrative use permits; perform plan review and issuance of some building permits.
5. Coordinate work with other City departments and outside agencies.
6. Prepare GIS maps, charts, diagrams and other documents for reports and public hearing notices.
7. Research and prepare complex reports on a wide range of planning issues, including staff reports, zoning verification letters, and CEQA documents; prepare environmental determinations.
8. May conduct site inspections to investigate a new or approved project for compliance with conditions of approval.
9. Manage and maintain records for development projects.
10. May attend and/or make presentations at City Council, Planning Commission, Design Review Board, and community group meetings.
11. Coordinate and maintain current and advance planning programs related to general plan revisions, annexations, zoning ordinance revisions, economic development and downtown revitalization.
12. May serve as project manager for major studies or special projects performed under contract related to area plans and economic development programs.
13. File and prepare grant applications and track progress of grant approvals.
14. Analyze statistical data, such as long-range transportation, population characteristics, growth trends and other data.
15. Perform research on a variety of planning issues; prepare and/or revise planning ordinances.
16. May work with consultants and manage budgets on a project basis.
17. Perform planning and zoning studies.
18. Train subordinate professional personnel as assigned.
19. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices of urban planning, economic development, and zoning administration.
- Basic principles and practices of municipal budget preparation and administration.
- Environmental review procedures.
- Statistical and research methods applied to the collection and analysis of data pertinent to planning.
- Principles of mathematics and statistics.
- Principles and techniques of project management.
- Principles and techniques of research and analysis.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

- Assume responsibility for planning activities on multiple projects.
- Prepare long-range planning studies.
- Prepare maps and other graphics using GIS.
- Engage in professional planning design work.
- Prepare reports, proposals and written materials of an analytical, budgetary, financial, technical and evaluative nature.
- Interpret planning and zoning programs to the general public.
- Explain City policies, practices and objectives to diverse public and private agencies, organizations as individuals.
- Read and interpret maps, plans, sketches, schematics, diagrams, and blueprints.
- Collect, analyze and compile technical, statistical and related information pertaining to planning, zoning, environmental research and CDBG programs.
- Construct maps, charts and other visual aids using GIS; prepare written reports; follow written and oral instructions.
- Speak effectively in public.
- Work with and manage consultants and project budgets.
- Make sound analysis, evaluations and recommendations on matters relating to City planning or downtown development and economic development.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Prepare concise oral and written reports.
- Respond to requests and inquiries from the general public.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Meet critical deadlines while working with frequent interruptions.
- Plan and organize work to meet changing priorities and deadlines.
- Manage a wide variety of planning/economic development related projects.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Junior Planner

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning, or a related field.

Experience:

One year of experience in public agency planning work is desirable.

Assistant Planner

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning, or a related field.

Experience:

Two years of increasingly responsible professional current and/or advance planning experience comparable to that of a Junior Planner with the City of Antioch.

Associate Planner

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning, or a related field.

Experience:

Two years of increasingly responsible professional current and/or advance planning experience comparable to that of an Assistant Planner with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with occasional exposure to an outdoor field setting and travel from site to site; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and outdoor field setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

February 1990

Revised: November 2006; June 2014

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

**JUNIOR TRANSPORTATION ENGINEER
ASSISTANT TRANSPORTATION ENGINEER
ASSOCIATE TRANSPORTATION ENGINEER**

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

SUMMARY DESCRIPTION

Under supervision (Junior), general supervision (Assistant), or direction (Associate), performs traffic engineering studies, plan review, complaint investigation, signal system monitoring and control, and field and office engineering.

DISTINGUISHING CHARACTERISTICS

Junior Transportation Engineer - This is the entry level class in the Transportation Engineer series. This class is distinguished from the Assistant Transportation Engineer by the performance of the more routine tasks and duties assigned to employees within the series. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Incumbents perform office or field engineering projects of easy to average difficulty, including routine professional and non-professional assignments. Advancement to the Assistant Transportation Engineer level is based on demonstrated proficiency in performing the full range of assigned duties, possession of required certifications, and is at the discretion of higher level supervisory or management staff.

Assistant Transportation Engineer - This is the second level class in the Transportation Engineer series. This class is distinguished from the Associate Transportation Engineer by the performance of the more routine tasks and duties not requiring a Professional Engineer certification. Employees work independently, receiving only occasional instruction or assistance. Incumbents are responsible for a variety of office or field projects of average difficulty and are expected to direct them to completion. Advancement to the Associate Transportation Engineer level is based on management judgment and possession of a Professional Engineer certification and requires considerable knowledge of all aspects of civil engineering including land development, traffic engineering and the planning, design, construction and maintenance of a wide variety of civil engineering projects.

Associate Transportation Engineer - This is the full journey level class in the Transportation Engineer series. Employees within this class are distinguished from the Assistant Transportation Engineer by the performance of the full range of duties as assigned including the performance of duties requiring a Professional Engineer certification. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

REPRESENTATIVE DUTIES

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

1. Review plans for streets, bicycle and pedestrian facilities, and interchanges prepared by consultants to see that they meet established specifications.

CITY OF ANTIOCH
JUNIOR/ASSISTANT/ASSOCIATE TRANSPORTATION ENGINEER (CONTINUED)

2. Prepare, review and implement traffic signalization plans; review traffic signal operations and verify correct operation.
3. Perform responsible engineering work in connection with municipal traffic projects.
4. Ensure that traffic signals are well maintained by County signal electricians; perform field reviews and submit repair requests.
5. Provide traffic signal timings that allow for vehicular, bicycle, and pedestrian safety and minimum delay at each intersection; review proposed timings of consultants.
6. Determine traffic circulation patterns and roadway capacity.
7. Gather, interpret and prepare reports on vehicular, bicycle, and pedestrian traffic issues such as traffic flow, volume, circulation patterns, roadway capacity, collisions, parking requirements and projected traffic loads.
8. Maintain statistical records related to traffic issues.
9. Receive, investigate and respond to complaints regarding traffic signals and hazards.
10. Analyze traffic collision reports and make recommendations; provide data and evidence regarding traffic collisions on City streets.
11. Prepare grant funding applications for various transportation projects and traffic signals; process and track grant applications and funds.
12. Provide technical expertise in the development and use of spreadsheets and databases, software related to traffic projections and operations, and the organization of traffic-related systems and operations.
13. May supervise subordinate staff.
14. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices of civil engineering and their application to traffic engineering.
- Equipment and materials used in street construction and maintenance.
- Public works contract administration including contract preparation, contractor selection, administration of contract work, change orders, disputes, claims, equal opportunity and closing of contracts.
- Traffic modeling concepts and application.
- Design and AutoCad methods and equipment.
- Traffic signal timing methods and software.
- Basic engineering principles as related to signing, striping, signals and street lighting.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local standards, codes, laws, and regulations.

Ability to:

- Plan, perform and coordinate professional and technical traffic engineering studies and surveys.
- Analyze problems and develop effective alternatives for their solutions.
- Oversee and coordinate the work of consultants and contractors.
- Write clear, concise and accurate technical and non-technical reports, correspondence and memoranda; prepare reports, agreements and accurate records.
- Coordinate traffic engineering activities with activities of other divisions and outside organizations.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Prepare accurate plans, specifications, cost estimates and engineering reports and make accurate engineering computations and drawings.
- Deal tactfully with the public, high level staff or other public and private agencies, contractors, private engineers, governmental officials and other City employees.
- Explain complicated technical matters in non-technical terms.
- Communicate clearly and concisely, both orally and in writing.
- Select, train, and evaluate staff.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Junior Transportation Engineer

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering, traffic engineering, or a related field.

Experience:

No experience is required.

License or Certificate:

Possession of an appropriate, valid driver's license.

Assistant Transportation Engineer

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering, traffic engineering, or a related field.

Experience:

Two years of increasingly responsible and professional engineering experience in plan checking, design, construction and contract management comparable to that of a Junior Transportation Engineer with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of registration as an Engineer-In-Training.

Associate Transportation Engineer

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering, traffic engineering, or a related field.

Experience:

Two years of increasingly responsible and professional engineering experience comparable to that of an Assistant Transportation Engineer with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of registration as a Traffic Engineer or Civil Engineer in the State of California.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with occasional exposure to an outdoor field setting and travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Revised: June 1997

Revised: June 2014

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

MAIL & PRINT CLERK

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of general clerical functions supporting the processing of incoming and outgoing mail and completing copy and print jobs for various City departments; operates and maintains offset duplicating and photocopying machines, and related equipment; performs a variety of work relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Perform various clerical support functions in the processing of incoming and outgoing City mail; collect mail from post office including acceptance of certified mail; distribute mail to appropriate City departments; process outgoing mail including bulk, indicia stamped and business reply mail.
2. Prepare and ship documents, packages and other materials; prepare shipment labels; provide tracking information to appropriate department.
3. Prepare items for mailing from various City departments including, but not limited to, water bills, business licenses, public hearing notices and newsletters.
4. Distribute change of address cards and work with departments regarding returned mail.
5. Operate offset and other duplicating machines in the reproduction of reports, forms, budgets and related materials, observing established priorities; clean and make minor adjustments and repairs on machines.
6. Perform collating, stapling, cutting, drilling, padding, binding, finishing and folding of materials processed.
7. Monitor inventories of paper stock and materials for duplicating and move paper and materials from storage area to work area.
8. Order supplies and monitor inventory of materials needed; collect, calculate and input data into spreadsheets for internal billing.
9. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Standard mail room operations and procedures.
- USPS rules and regulations.
- Mathematical principles.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping and filing.
- Computerized mail processing equipment operation.
- Types, qualities, weights and uses of paper, ink, solvents and various products made for use with offset duplicating machines.
- Operation and production capabilities of offset duplicating machine.
- English usage, spelling, grammar, and punctuation.
- Occupational hazards and standard safety practices.

Ability to:

- Apply USPS postal regulations.
- Receive, sort and distribute mail with speed and accuracy.
- Identify duplicating equipment problems and make minor repairs.
- Set up, adjust and operate offset press, photocopying, collating, postage and bindery equipment.
- Operate office and mail processing equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain accurate records and file.
- Perform arithmetic calculation of average to above average difficulty.
- Plan and organize work to meet changing priorities and deadlines.
- Work independently in the absence of supervision.
- Ensure adherence to safe work practices and procedures.
- Follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines:

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

One year of general clerical experience including operation of an offset press and related equipment.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting; exposure to noise from mail room equipment and ink solvents.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: February 1988
Revised: June 2014

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

MARINA ATTENDANT

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

SUMMARY DESCRIPTION

Under general supervision, performs office clerical duties and assists in maintenance work in support of marina operations; provides assistance and service to boat operators; performs related duties as assigned.

REPRESENTATIVE DUTIES

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

1. Process a variety of marina operations applications and forms; type reports, letters and other communications; answer telephone; maintain files; collect cash, fees, and bills; issue citations; and maintain daily logs.
2. Prepare and execute various rental agreements.
3. Meet and greet the public directly; respond to inquiries by providing factual and policy information, either in person or by telephone.
4. May assist in maintaining and ensuring the cleanliness of marina grounds, landscaped areas, parking lots, and shoreside facilities, including offices and restrooms and other areas within the marina complex.
5. Read electric meters and records monthly usage.
6. May perform preventative maintenance and minor repairs.
7. Remove hyacinth and other impediments from the marina waters.
8. Assist and provide services to boaters in the docking and fueling of craft; assist with pumping-out of boats.
9. Empty trash bins and receptacles; remove trash from marina complex; clean restrooms.
10. Operate and monitor radio equipment; provide information to boaters; assist boaters with various marina transactions.
11. Inspect and schedule the marina and docking areas for needed maintenance and repairs.
12. Perform or assist in performing skilled electric, plumbing, carpentry, or mechanical maintenance and repairs.
13. Replace lights and perform basic electrical repairs.
14. Repair gates and locks; install, mark, move, and repair dock boxes.

**CITY OF ANTIOCH
MARINA ATTENDANT (CONTINUED)**

15. Assist in ensuring the security of the facilities and boats berthed therein.
16. May assist in enforcement of marina rules and regulations.
17. Provides work direction to part-time and temporary staff, volunteers, and Work Alternative Program staff.
18. Respond to emergency situations at the marina.
19. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, procedures and services of a marina operation.
- Boats, boating equipment, and boating and marina terminology and operations.
- Techniques, materials, tools, and equipment used to perform general maintenance and repair of docks and associated equipment.
- Operation and maintenance of a variety of hand and power tools, radios/telephones, and equipment common to the field.
- Basic painting, plumbing, carpentry, and electrical methods, tools and techniques.
- Occupational hazards and standard safety practices.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Basic water safety skills.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local codes, laws, and regulations, including those related to water safety and environmental protection.

Ability to:

- Perform office clerical duties in support of marina operations.
- Deal with the public tactfully and courteously.
- Process a variety of forms, applications and rental agreements.
- Maintain office records and files.
- Make arithmetical computations with speed and accuracy.
- Perform routine skilled, semi-skilled, and emergency maintenance and repairs to marina docks and related structures within the marina complex.
- Operate and maintain a variety of hand and power tools and equipment used in the work.
- Work independently in the absence of supervision.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Ensure adherence to safe work practices and procedures.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Understand and follow oral and written instructions.
- Recognize security and/or safety problems.
- React effectively in emergency situations.
- Exercise independent judgment and initiative without close supervision.
- Communicate clearly and concisely, both orally and in writing.

- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade. Additional specialized training in a skilled trade is desirable.

Experience:

One year of increasingly responsible office and light maintenance work in a high public-contact area related to marina operations or a comparable position in the general work area.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, an appropriate, valid CPR Certificate.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in an indoor and outdoor marina environment; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical and electrical hazards, and all types of weather and temperature conditions; work in or around water; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; incumbents may be required to respond to emergency and public calls after hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an indoor office setting and outdoor marina complex setting; to walk, stand or sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

January 1990

Revised: February 1998; June 2014

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

NETWORK ADMINISTRATOR

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

SUMMARY DESCRIPTION

Under general supervision, maintains the integrity of the information systems network by monitoring and maintaining server hardware and software; and provides analysis, installation and support of hardware and software for wired and wireless networks and personal computer systems.

REPRESENTATIVE DUTIES

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

1. Support, maintain, and troubleshoot the City's network and related systems, both wired and wireless.
2. Support, maintain, and troubleshoot the City's telephone system
3. Monitor and maintain server hardware and software; build, rebuild, test, and implement servers.
4. Administer network security; monitor and test email; set email policies; add, delete, and modify user accounts and set permissions.
5. Administer enterprise wide antivirus solutions; install and maintain antivirus software and other security software.
6. Administer and maintain user accounts, profiles, and permissions.
7. Assist in coordinating hardware and software purchases.
8. Participate in creating and maintaining technology standards.
9. Maintain software library and ensure license agreement compliance.
10. Install, configure and troubleshoot computer hardware, peripherals and software; support computer network access; confer with vendors and customers regarding identification and resolution of computer problems.
11. May train individual end-users in the use of computer products.
12. Manage projects of moderate size.
13. Mentor/coach junior staff in the areas of advanced information systems.
14. Analyze customer requirements and recommend appropriate computer hardware and software solutions.
15. Perform regular data backup, retention, and restoration of the data network.
16. Rotates mandatory 24/7 on-call duty with other staff.

17. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- The structure of data and voice networks, both wired and wireless.
- Network operating system management.
- Personal computers and software, including servers and server software.
- Database languages used by the City.
- Principles and procedures of record keeping and filing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

- Analyze operational program and systems problems, evaluate alternatives and reach sound conclusions.
- Participate and work effectively with teams comprising both technical and non-technical personnel.
- Analyze user requirements and recommend appropriate computer products.
- Use initiative and sound independent judgment within established procedural guidelines.
- Prepare clear, concise and accurate documentation, instructions, correspondence and other written materials.
- Maintain accurate records and files.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Plan and organize work to meet changing priorities and deadlines.
- Work well with customers and vendors and confer with them regarding their computer requirements.
- Provide timely and thorough response to customer requests.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in computer technology or a related field.

Experience:

Four years of increasingly responsible experience administering network systems.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of certifications in applicable operating systems and/or networking is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office setting, and outside, with travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in vehicles; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to reach under car dashboards and into car trunks; to lift, pull and reach into small spaces; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information; will be required to work evenings and/or weekends as needed, and on a rotating on-call basis.

FLSA: Non-Exempt

Created: January 1995

Revised: July 1999; November 2000; June 2014

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

POLICE RECORDS TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision, performs a wide variety of general and/or specialized office support, clerical, and technical work in support of Police Department operations; collects, indexes, processes, maintains, retrieves, copies, and distributes confidential law enforcement data and information; performs a variety of record keeping functions including processing police reports; provides assistance to the public at the front counter and over the telephone; and provides other support and assistance to other functions and activities of the Police Department.

REPRESENTATIVE DUTIES

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

1. Perform a wide variety of technical and clerical duties in support of departmental operations including those related to collecting, indexing, processing, maintaining, retrieving, copying, and distributing confidential law enforcement data and information including police reports, citations, warrants, protective orders, and subpoenas.
2. Enter, maintain, and retrieve data, reports, and information into and from a variety of automated law enforcement records systems; enter police reports and citations including names, vehicles, property, dispositions, and classification of charges.
3. Process, track, and distribute subpoenas and coordinate court appearances for all Antioch Police Department personnel; enter data into subpoenas database; determine officer's availability; maintain availability log; distribute subpoenas; communicate to officers when court appearances are cancelled.
4. Process various reports, citations, information, warrants, subpoenas, requests, and related paperwork to departmental staff, other law enforcement personnel, insurance companies, citizens, and other agencies and organizations.
5. Prepare and process police reports and related documentation for submittal to the District Attorney's Office for prosecution.
6. Assist, provide information, and respond to questions and concerns from the general public, departmental staff, and other agencies in person and by telephone; forward calls to appropriate personnel; take and provide phone messages; respond to public inquiries for information regarding police reports and other matters; ensure that the release of records follows state, federal, and local laws.
7. Implement and maintain police file and record management systems and programs, including organization, destruction and transformation to micro-imaging; scan reports and other documentation into an electronic database.

CITY OF ANTIOCH
POLICE RECORDS TECHNICIAN (CONTINUED)

8. Type correspondence, reports, forms, statements, and other confidential and specialized documents from drafts, notes, dictated tapes, or brief instructions; compose letters and other documents as necessary.
9. Perform a review of police reports, including but not limited to UCR coding, and appropriate crime classifications; may conduct comparative statistical analysis of computer generated reports to ensure accuracy of information; may prepare state and federal mandated reports.
10. Perform general clerical duties including data entry, distributing mail, filing, and reconciling cash drawers; order and maintain assigned office supplies.
11. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Modern office procedures, methods, and equipment including computers and multi-function copiers.
- Computer applications such as word processing, spreadsheet, and database applications.
- Automated law enforcement information systems and procedures.
- Law enforcement records management principles, procedures, techniques, and equipment.
- Basic police terminology.
- Public and agency procedures and methods for providing services and information including those related to collecting, maintaining, and releasing information, files, and documents.
- Pertinent federal, state, and local laws, codes, and regulations and department rules, policies, and procedures.
- Customer service principles and practices.
- Methods and techniques of proper phone etiquette.
- Principles and procedures of record keeping and filing.
- Basic mathematical principles.
- Basic principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.

Ability to:

- Understand the organization, operation, and services of the City, the Police Department, and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general administrative and departmental policies and procedures.
- Use sound judgment in following and applying pertinent laws, regulations, policies, and procedures.
- Perform a variety of office support and clerical duties and activities of a general and specialized nature in support of departmental operations.
- Compile, maintain, process, and prepare a variety of records and reports.

CITY OF ANTIOCH
POLICE RECORDS TECHNICIAN (CONTINUED)

- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person; exercise good judgment, and make sound decisions in emergency situations.
- Meet critical deadlines.
- Exercise good judgment in maintaining critical and sensitive information, records, and reports.
- Read, understand, and review documents for accuracy and relevant information.
- Use applicable office terminology, forms, documents, and procedures in the course of the work.
- Organize and prioritize work assignments.
- Deal successfully with the public, in person and over the telephone.
- Understand and follow oral and written instructions.
- Operate and use modern office equipment including a computer and various software packages.
- Operate specialized automated law enforcement information systems including police computer systems to access and maintain data.
- Type and enter data accurately at a speed necessary for successful job performance.
- Maintain confidentiality of records.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by clerical training.

Experience:

Two years general clerical experience that demonstrates a general aptitude for working with the public in a multi-task law enforcement environment. Direct law enforcement experience is preferred.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting and at a public counter with extensive public contact and constant interruptions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: September 2013
Revised: June 2014

CITY OF ANTIOCH
POLICE RECORDS TECHNICIAN (CONTINUED)

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

PUBLIC WORKS INSPECTOR

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of technical field and office engineering work involved in inspecting construction activities on assigned public works projects; ensures conformance with approved plans, specifications, and City standards; and maintains records and prepares reports on projects inspected.

REPRESENTATIVE DUTIES

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

1. Inspect the construction, repair, and/or alteration work on assigned public works projects including streets, parks, gutters, curbs, sidewalks, parking lots, water and sewer systems, storm drains, underground improvements, street lighting systems, landscaping, landscaping irrigation systems, facilities, and other City capital projects; inspect materials, methods, and procedures for conformance with plans and specifications; enforce and observe testing of materials; review test reports; perform final inspection upon completion of project.
2. Meet with representatives of utility companies, contractors, engineers and other public agencies regarding construction plans and specifications; investigate and attempt to resolve citizen complaints.
3. Answer questions, provide information, and confer with property owners regarding project schedule, hazards, and inconvenience; schedule service interruptions with the least interference and least inconvenience to property owners; coordinate work with other City departments and utilities to resolve interferences and conflicts.
4. Prepare and process progress payments for contractors; negotiate contract change orders and revisions to reimbursement agreements.
5. Compile detailed data on construction progress and inspection results; issue notification letters to contractors; maintain a variety of records and files; prepare various reports and logs on daily operations and activities.
6. Review plans, specifications, contract documents, and other technical data to ensure conformance with City standards; recommend and/or make changes as necessary.
7. Enforce and document adherence to various environmental requirements.
8. Respond to public inquiries at the front counter and over the phone in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
9. Attend and participate in seminars, training sessions, and other meetings; maintain awareness of new trends and developments in construction methods and materials;

**CITY OF ANTIOCH
PUBLIC WORKS INSPECTOR (CONTINUED)**

incorporate new developments as appropriate.

10. Address public safety in construction zones; advise contractors of issues related to public safety; assist in detour planning, sign placement, and other traffic control measures.
11. Perform civil defense duties as assigned.
12. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a public works inspection program.
- Methods and techniques used in the inspection of public works construction projects.
- Basic principles and practices of civil engineering as applied to the planning, design, construction, and maintenance of public works and building projects.
- Methods and techniques of engineering principles, construction plans, and specification review for compliance with established construction standards.
- Methods used in property location, topographic, and construction survey work.
- Principles, methods, materials, equipment, and safety hazards of construction.
- Real property description and practices.
- Mathematics principles and practices.
- Occupational hazards and standard safety precautions.
- Principles and procedures of record keeping and filing.
- Technical report writing and preparation of correspondence.
- Drafting and mapping.
- Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

- Perform inspections on a variety of public works projects.
- Understand and interpret maps, engineering plans and specifications.
- Interpret and apply laws, regulations, codes, ordinances, and policies governing the construction of public works projects.
- Perform various mathematical calculations.
- Prepare and maintain records, drawings, and reports related to construction activities.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Make complete and accurate field notes and prepare clear and concise reports.
- Safely operate a variety of tools, equipment, and assigned vehicle.
- Understand engineering principles and apply to construction projects.
- Inspect and analyze construction procedures and interpret code violations.
- Assist with the work of a survey party.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in public works inspection, civil engineering, or a related field.

Experience:

Three years of increasingly responsible construction, inspection, or public works maintenance experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Indoor and outdoor environments; travel from site to site; some exposure to noise, dust, grease, smoke, fumes, gases, and inclement weather conditions; work around heavy construction equipment; work or inspect in confined spaces; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; regular interaction with City staff, general public and other organizations; occasionally deal with dissatisfied individuals.

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

FLSA: Non-Exempt

September 1975
Revised: June 2014

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

PURCHASING ASSISTANT

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of technical, specialized clerical duties involved in the purchasing of materials, supplies, equipment, and services as necessary for the City; ensures compliance with established policies, procedures, and guidelines; and maintains a variety of files and records.

REPRESENTATIVE DUTIES

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

1. Prepare purchase orders and change notice requests from departments as necessary.
2. Enter purchase orders in data entry system; mail copies to vendors and distribute supporting documents to involved departments.
3. Enter new vendor information into computerized procurement system; create and maintain vendors files.
4. Prepare formal and informal bid documents for mailing; type specifications, prepare labels, make appropriate copies and send documents to recipients.
5. Prepare transmittals and advertisements to local newspapers for jobs requiring legal advertising.
6. Prepare bid tabulation spreadsheets after bids are opened; provide copies for posting on City web site.
7. Maintain and update City-wide blanket purchase order list; maintain a variety of files and logs including master file and log of purchase orders issued; file requisitions and purchase orders.
8. Receive, handle or routes, calls from vendors, salespersons, City departments, staff, and the general public.
9. As assigned, procure supplies and equipment from selected vendors.
10. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Basic methods, practices, and techniques used in purchasing.
- Principles and procedures of record keeping and filing.
- City organization, operations, policies and objectives and applicable laws.

CITY OF ANTIOCH
PURCHASING ASSISTANT (CONTINUED)

- Basic mathematical principles.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.
- Interpersonal skills using tact, patience and courtesy.

Ability to:

- Perform a variety of clerical purchasing duties relative to assigned area of responsibility.
- Perform clerical work in support of purchasing operations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Compile data, maintain records and files, and participate in the preparation of administrative or technical reports.
- Make arithmetic calculations quickly and accurately.
- Plan and organize work to meet changing priorities and deadlines.
- Type or enter data at a speed necessary for successful job performance.
- Implement and maintain standard filing systems.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

Three years of clerical or administrative support experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised: June 2014

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

RECREATION PROGRAMS COORDINATOR

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

SUMMARY DESCRIPTION

Under general supervision, to plan, organize, promote, facilitate and coordinate various recreation, social and cultural activities. May exercise technical/functional supervision of subordinate and volunteer staff. Perform related work as required.

REPRESENTATIVE DUTIES

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

1. Plan, organize, promote, facilitate and coordinate regularly scheduled activities, special events and services.
2. Train and provide technical/functional supervision for subordinate and volunteer staff.
3. Prepare and maintain records and reports on activities.
4. Evaluate program effectiveness and provides recommendations for improvement or modification.
5. Assist in the development and implementation of the Division's goals and objectives, policies, procedures and work standards.
6. Act as City staff liaison to outside boards, groups and committees, and the public regarding program offerings and coordination of services.
7. Promote and coordinate specific activities within a recreation programs; prepare program event and facility marketing material including news releases, flyers, schedules of events, pamphlets and brochures.
8. Promote, facilitate, and oversee the rentals of recreation facilities.
9. Participate in the preparation and administration of the recreation program budget for assigned area; submit budget recommendations; monitor expenditures; oversee program deposits, refunds and billings.
10. Participate in the selection of recreation staff for assigned area; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
11. Respond to inquiries and concerns regarding recreation activities; research and resolve conflicts as required.
12. Maintain records and develop reports concerning new or ongoing programs and program effectiveness; maintain and file recreation records and reports; prepare statistical reports as required.

CITY OF ANTIOCH
RECREATION PROGRAMS COORDINATOR (CONTINUED)

13. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Basic operations, services and activities of recreation programs.
- Principles of supervision, training and performance evaluation.
- Principles and practices of recreation program development and implementation.
- Basic procedures, methods and techniques of budget preparation and control.
- Marketing theories, principles and practices and their application to recreation activities and facilities.
- Modern office equipment including computers.
- Basic principles of municipal budget preparation and control.
- Methods and techniques of special events planning and coordination.
- Principles and practices of coordinating, maintaining and scheduling facilities.
- Program content for specialized community activities.
- Techniques used in public relations and customer service practices.
- Rules and equipment used in recreation programs.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.
- Appropriate safety precautions and procedures within the area of assignment.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Coordinate and direct assigned recreation programs suited to the community.
- Elicit community and organizational support for recreation programs.
- Interpret and explain City policies and procedures.
- Allocate limited resources in a cost-effective manner.
- Develop, coordinate, organize, and promote recreation programs, activities, and events.
- Recruit, select, train, and evaluate a variety of personnel and volunteers.
- Understand community needs in recreational areas and evaluate activities according to those needs.
- Develop, recommend, and implement goals and objectives for providing recreation services.
- Respond to requests and inquiries from the general public.
- Prepare and administer assigned program budgets.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain program related records, statistics, and documents.
- Prepare clear and concise schedules and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in recreation, business or public administration, or a related field.

Experience:

One year in a leadership or coordination capacity in an organization responsible for planning and organizing recreation and/or related activities.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain within three months of employment, appropriate, valid CPR and First Aid certificates.

Possession of, or ability to obtain within three months, appropriate, valid certification in Lifeguard Training, Lifeguard Instruction, Lifeguard Instructor Trainer, Water Safety Instruction, and Water Safety Instructor Trainer when assigned to water programs or facilities deemed by the City to require such certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office environment and at indoor and outdoor recreational facilities with travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents used in pool maintenance; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 1999
Revised: June 2014

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

RECREATION SPECIALIST

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

SUMMARY DESCRIPTION

Under direction, oversees and coordinates the operations and services of assigned community recreation programs including sports, aquatics, youth, seniors, instructional classes, or recreation programs, events, and activities; assesses needs, plans, implements, supervises and evaluates program instructors and other program staff.

REPRESENTATIVE DUTIES

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

1. Plan and organize assigned recreation activities in the areas of sports, aquatics, youth, seniors, instructional classes, or recreation programs, events, and activities.
2. Recruit, train, schedule, and supervise a variety of personnel and volunteers.
3. Develop new programs and activities by researching trends, community requests, and evaluating community needs.
4. Promote Recreation Department programs; prepare class and schedule information and market it using brochures, the department website, or other materials and methods; assist in developing and implementing a comprehensive and consistent marketing plan for department offerings.
5. Observe and monitor the quality of programs, events, and classes.
6. Prepare and control equipment inventory and stock deliveries.
7. Order, inspect, and maintain recreation equipment and materials.
8. Develop and administer programs budgets and monitor expenses; provide input in the preparation of the department budget.
9. Maintain records and develop reports concerning new or ongoing programs and program effectiveness; prepare statistical reports as required.
10. Process contractor and vendor payments.
11. Oversee and schedule usage of assigned facilities; provide information and assistance to users of facilities; explain policies, rules and regulations of facility use; monitor and inspect assigned facilities after use; schedule maintenance and secure facilities.
12. Collect and account for program fees and registration; maintain appropriate financial records and prepare state and federally mandated reports.
13. Respond to requests and inquiries from the general public; provide information regarding assigned

CITY OF ANTIOCH
RECREATION SPECIALIST (CONTINUED)

recreational program area; analyze customer inquiries and determine steps necessary to resolve issues.

14. Secure funding to maintain quality programs or events by applying for grants, securing corporate sponsors, or other fundraising efforts.
15. May coordinate, schedule, and staff concessions, including maintaining vendor relations and ordering stock.
16. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Basic operations, services and activities of the recreation program to which assigned.
- Methods and techniques of planning, organizing, implementing, and coordinating assigned recreation program, activity, or class.
- Basic principles of municipal budget preparation and control.
- Basic principles of supervision, training, and performance evaluation.
- Principles and practices of recreation program development and implementation.
- Methods and techniques of special events planning and coordination.
- Principles and practices of coordinating, maintaining and scheduling facilities.
- Marketing theories, principles and practices and their application to the assigned recreation program.
- Program content for specialized community activities.
- Techniques used in public relations and customer service practices.
- Rules and equipment used in assigned recreation program area.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.
- Appropriate safety precautions and procedures within the area of assignment.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Coordinate and direct assigned recreation programs.
- Assist in the coordination and promotion of City sponsored events.
- Develop, coordinate, organize, and conduct assigned recreation programs, activities, events, or classes in assigned area.
- Recruit, select, train, and evaluate a variety of personnel and volunteers.
- Understand community needs in recreational areas and evaluate activities according to those needs.
- Recommend and implement goals and objectives for providing assigned recreation services.
- Elicit community and organizational support for assigned recreation programs.
- Interpret and explain City policies and procedures.
- Allocate limited resources in a cost effective manner.

CITY OF ANTIOCH
RECREATION SPECIALIST (CONTINUED)

- Respond to requests and inquiries from the general public.
- Prepare and administer assigned program budgets.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain program related records, statistics, and documents.
- Prepare clear and concise schedules and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in recreation, physical education, public administration, or a related field.

Experience:

Two years of increasingly responsible technical and supervisory experience in recreation program coordination.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain within three months of employment, appropriate, valid CPR and First Aid certificates.

Possession of, or ability to obtain within three months of employment, appropriate, valid certification in Lifeguard Training, Lifeguard Instruction, Lifeguard Instructor Trainer, Water Safety Instruction, and Water Safety Instructor Trainer when assigned to water programs or facilities.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office environment and at indoor and outdoor recreational facilities with travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents used in pool maintenance; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA: Exempt

August 1996

Revised: June 2014

CITY OF ANTIOCH
RECREATION SPECIALIST (CONTINUED)

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

RECYCLING ASSISTANT

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of technical duties necessary to implement recycling programs with commercial and residential customers; participate in door-to-door campaigns, meets with local businesses, providing education and training; and provides assistance in administering recycling awareness and diversion programs, including public relations activities

REPRESENTATIVE DUTIES

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

1. Provide information and general assistance to City staff and the public regarding recycling policies and programs.
2. Implement improvements to City facility recycling programs.
3. Implement recycling programs with commercial and residential customers.
4. Participate in door-to-door campaigns; meet with local businesses to promote recycling programs; promote the Green Business Program to new and existing businesses.
5. Promote City of Antioch environmental programs at events; create displays for promotion of programs.
6. Provide education and training to promote and encourage the community's recycling efforts.
7. Administer recycling awareness and diversion programs, including public relations activities.
8. Compile educational material and promotional items for community groups.
9. Inspect and perform content audits of refuse and recycling containers.
10. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Basic principles, practices and procedures of recycling and environmental awareness programs.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

CITY OF ANTIOCH
RECYCLING ASSISTANT (CONTINUED)

- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Methods and techniques of public relations.
- Record keeping methods and procedures.
- Pertinent federal, state, and local codes, laws, and regulations, especially those related to recycling mandates.

Ability to:

- Effectively assist in the planning and coordination of environmental awareness programs and events.
- Plan, prepare and make oral presentations and educational programs appropriate to specific audiences.
- Learn about services and programs related to waste reduction and recycling.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Understand, interpret, apply and explain policies and procedures.
- Interpret and communicate technical information to non-technical groups and individuals.
- Prepare written reports, brochures and educational materials.
- Work independently in the absence of supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in environmental education, resource management, or a related field.

Experience:

Two years of increasingly responsible environmental education or resource management experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in both a standard office setting and various outdoor settings, with travel from site to site and exposure to all types of weather and temperature conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; setting up and taking down various types of physical displays; potential exposure to hazardous materials, noise, dust, grease, smoke, fumes, noxious odors, and gases.

CITY OF ANTIOCH
RECYCLING ASSISTANT (CONTINUED)

Physical: Primary functions require sufficient physical ability and mobility to work in an office and various outdoor settings; to stand or sit for prolonged periods of time; to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: August 2006
Revised: June 2014

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

SENIOR BUILDING INSPECTOR

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

SUMMARY DESCRIPTION

Under direction, leads, oversees, and participates in the more complex and difficult work of staff responsible for code interpretation, plan checking, permit issuance, and field inspection; and performs a variety of technical tasks relative to assigned areas of responsibility.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Building Inspector series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible building inspection duties. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Lead, plan, train, and review the work of staff responsible for code interpretation, plan checking, permit issuance, and field inspection; participate in performing the most complex work of the unit.
2. Train assigned employees in their areas of work including inspection methods, procedures, and techniques.
3. Verify the work of assigned employees and consultants for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensure adherence to safe work practices and procedures.
4. Assist in the development and implementation of division goals, objectives, policies and priorities.
5. Develop and implement plan check and building inspection policies and procedures.
6. Ensure accurate and expeditious processing of building permits and building inspections with all applicable building and zoning codes.
7. Plan and assign work; ensure performance standards are met; resolve disputes over building matters.
8. Confer with developers, architects, engineers and others regarding building code and ordinance requirements.
9. . Review plans, provide direction, and assist staff and the public regarding accessibility standards.

CITY OF ANTIOCH
SENIOR BUILDING INSPECTOR (CONTINUED)

10. Coordinate building safety service activities with other divisions and departments.
11. Respond to complaints regarding violations of the City's building laws.
12. Utilize computer-based permit tracking system.
13. Serve as Chief Building Official as required.
14. Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
15. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a building inspection program.
- Principles of lead supervision and training.
- Approved building construction methods, materials and proper inspection methods.
- Principles of structural design, engineering mathematics and soil engineering.
- Occupational hazards and standard safety practices.
- Pertinent federal, state, and local laws, codes, and regulations, especially those related to building and construction.

Ability to:

- Lead, organize, and review the work of staff.
- Independently perform the most difficult building inspections.
- Interpret, explain, and enforce department policies and procedures.
- Analyze, interpret and check complex plans, specifications and calculations.
- Utilize computer-based permit tracking system.
- Interpret and apply related laws, rules and regulations.
- Work independently in the absence of supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Completion of the twelfth grade supplemented by college level course work in architecture, structural or civil engineering, construction technology, or a related field.

Experience:

Four years of increasingly responsible building inspection experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of an International Code Council (ICC) Building Inspector Certificate or

Combination Inspector Certificate.

Possession of Certified Access Specialist (CASP) certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office setting and a field construction site environment; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; work on ladders and in high, confined, hazardous spaces.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and construction site setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: June 1997

Revised: August 1999; June 2014

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

SENIOR COMPUTER TECHNICIAN

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

SUMMARY DESCRIPTION

Under direction, performs the most complex hardware, software and end-user support for personal computer systems; and participates in the administration of the data network by supporting network servers.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Computer Technician series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Perform the most complex installation, troubleshooting and computer and peripheral hardware and software repair throughout the City, including computers installed in vehicles.
2. Confers with information systems staff and vendors regarding identification and resolution of computer problems.
3. Research software or hardware issues and recommend appropriate solutions.
4. Assist in the administration of enterprise-wide antivirus solutions; install and maintain antivirus software and other security software.
5. Assist in the administration and maintenance of user accounts, profiles and permissions.
6. Support the email server.
7. Prepare and maintain audio/visual equipment for City Council meetings, including cameras, microphones, recording equipment, and a presentation computer.
8. May train individual end-users in the use of computer products.
9. Participate in the purchasing of new equipment.
10. Assists with the administration of the data network and telephone system.
11. Perform data backup, retention, and restoration.
12. Mentor/coach junior staff

CITY OF ANTIOCH
SENIOR COMPUTER TECHNICIAN (CONTINUED)

13. Rotates mandatory 24/7 on-call duty with other staff.

14. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Windows software, VMWare, desktop environments, and operating systems.
- Advanced principles, concepts and terminology of computer software and hardware support.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- Audio/visual equipment used in recording.
- Principles and procedures of record keeping and filing.

Ability to:

- Independently resolve the most difficult computer hardware and software problems.
- Install and maintain personal computer systems.
- Recommend appropriate computer hardware and software.
- Use initiative and sound independent judgment within established procedural guidelines.
- Prepare clear, concise and accurate documentation, instructions, correspondence and other written materials.
- Maintain accurate records and files.
- Work independently in the absence of supervision.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Plan and organize work to meet changing priorities and deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in computer science or a related field.

Experience:

Four years of increasingly responsible computer support with two years of experience comparable to that of a Computer Technician with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of certifications in applicable operating systems and/or networking is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed in a standard office setting, and outside, with travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in vehicles; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to reach under car dashboards and into car trunks; to lift, pull and reach into small spaces; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information; will be required to work evenings and/or weekends as needed, and on a rotating on-call basis.

FLSA: Non-Exempt

March 1998
Revised: June 2014

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

SENIOR PUBLIC WORKS INSPECTOR

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

SUMMARY DESCRIPTION

Under direction, leads, oversees, and participates in the more complex and difficult work of staff responsible for inspection and related sub-professional work on public works projects; performs more complex public works inspections; and performs a variety of technical tasks relative to assigned areas of responsibility.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Public Works Inspector series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Lead, plan, train, and review the work of staff responsible for the inspection of streets, drainage and related construction in progress to ensure contractors' adherence to specifications and contractual terms; participate in performing the most complex work of the unit.
2. Train assigned employees in their areas of work including inspection methods, procedures, and techniques; schedule and assign work; evaluate performance.
3. Verify the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensure adherence to safe work practices and procedures.
4. Take samples of construction materials and forward for laboratory tests and analysis.
5. Assist in the preparation and plan checking of designs, plan and specifications for construction, alteration and maintenance of a variety of civil engineering facilities.
6. Review, log and sign monthly progress records and payments to contractors.
7. Coordinate and perform final inspection of projects and recommend payment to contractors.
8. Assist in work of field survey parties.
9. Gather and compile field data for the layout of streets, street structures, and sewage, water and drainage facilities.
10. Check proposed projects for clearance with other structures and improvements.

CITY OF ANTIOCH
SENIOR PUBLIC WORKS INSPECTOR (CONTINUED)

11. Assist in checking subdivision maps and other engineering documents.
12. Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
13. Perform civil defense duties as assigned.
14. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services, and activities of a public works inspection program.
- Principles of lead supervision and training.
- Public works construction practices and materials, construction layout, surveying and safety practices.
- Basic principles and practices of civil engineering as applied to the planning, design, plan checking, construction, and maintenance of public works and building projects.
- Methods and techniques of engineering principles, construction plans, and specification review for compliance with established construction standards.
- Methods used in property location, topographic, and construction survey work.
- Principles, methods, materials, equipment, and safety hazards of construction.
- Real property description and practices.
- Mathematics principles and practices.
- Occupational hazards and standard safety practices.
- Principles and procedures of record keeping and filing.
- Technical report writing and preparation of correspondence.
- Drafting and mapping.
- Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

- Lead, organize, and review the work of staff.
- Independently perform the most difficult inspections.
- Interpret, explain, and enforce department policies and procedures.
- Effectively review and inspect various public works construction projects and encroachments on streets and rights-of-way to ensure compliance with approved specifications, plans, laws, and regulations.
- Understand and interpret maps, engineering plans and specifications.
- Interpret and apply laws, regulations, codes, ordinances, and policies governing the construction of public works projects.
- Perform various mathematical calculations.
- Prepare and maintain records, drawings, and reports related to construction activities.
- Make complete and accurate field notes and prepare clear and concise reports.
- Safely operate a variety of tools, equipment, and assigned vehicle.
- Understand engineering principles and apply to construction projects.
- Inspect and analyze construction procedures and interpret code violations.
- Plan and organize work to meet changing priorities and deadlines.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Maintain effective public relations.

CITY OF ANTIOCH
SENIOR PUBLIC WORKS INSPECTOR (CONTINUED)

- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in public works inspection, civil engineering, or a related field.

Experience:

Four years of increasingly responsible sub-professional engineering work including experience as an inspector.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Indoor and outdoor environments; travel from site to site; some exposure to noise, dust, grease, smoke, fumes, gases, and inclement weather conditions; work around heavy construction equipment; work or inspect in confined spaces; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; regular interaction with City staff, general public and other organizations; occasionally deal with dissatisfied individuals.

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

FLSA: Non-Exempt

November 1987
Revised: June 2014

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

STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014

FROM: Michelle Fitzner, Administrative Services Director 

DATE: June 12, 2014

SUBJECT: RESOLUTION APPROVING CLASSIFICATION PLAN UPDATES FOR ACCOUNTING TECHNICIAN, ADMINISTRATIVE ANALYST AND ADMINISTRATIVE ASSISTANT IN THE CONFIDENTIAL BARGAINING UNIT, AND REMOVING POLICE RECORDS TECHNCIAN FROM THE UNIT

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving classification plan updates for Accounting Technician, Administrative Analyst and Administrative Assistant in the Confidential bargaining unit, and removing the Police Records Technician from this Unit.

BACKGROUND

In September 2013, the Council adopted the comprehensive classification plan updates for the Confidential bargaining unit. At that time class specifications were approved for the classifications of Accounting Technician, Administrative Analyst, Administrative Assistant, and Police Records Technician.

The classifications of Accounting Technician, Administrative Analyst, and Administrative Assistant are represented by both the Confidential and Operating Engineers Local 3 (OE3) bargaining units. The City continued to meet with OE3 regarding that Unit's comprehensive classification updates after the Confidential unit's classifications were adopted. Slight amendments were made to these three classifications during the meetings with OE3. Since we want the class specifications to be consistent, regardless of which bargaining unit the employees are assigned to, these specifications need to be updated for the Confidential unit, to match the specifications recommended to Council for the OE3 unit.

The Police Records Technician classification was adopted with the Confidential bargaining unit specifications in September, 2013. The incumbent employees were currently assigned to OE3's unit. After further analysis of the work performed as compared to the requirements to be designated as a "confidential" employee, the City representatives agreed to leave the employees in OE3 and move the Technician classification to this bargaining unit. This action has been discussed with and agreed upon by the Confidential unit representative.

FINANCIAL IMPACT

Approving these amendments to the classification plan has no financial impact.

6/24/14

ATTACHMENTS

- A. Resolution Approving Amendments to the Classification and Compensation Plans for Confidential Bargaining Unit Classes
- B. Accounting Technician Draft Job Description
- C. Administrative Analyst II/II Draft Job Description
- D. Administrative Assistant I/II/III Draft Job Description

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING CLASSIFICATION PLAN UPDATES FOR ACCOUNTING TECHNICIAN,
ADMINISTRATIVE ANALYST AND ADMINISTRATIVE ASSISTANT IN THE
CONFIDENTIAL BARGAINING UNIT, AND REMOVING POLICE RECORDS
TECHNICIAN FROM THE UNIT**

WHEREAS, staff has been working on completing a comprehensive update of the classification system for the last year; and

WHEREAS, the Accounting Technician, Administrative Analyst, and Administrative Assistant are represented by both the Confidential and Operating Engineers Local 3 (OE3) bargaining units; and

WHEREAS, slight modifications were made to these classifications during meetings with OE3, following adoption of the specifications in the Confidential unit; and

WHEREAS, the Police Records Technician classification should be in the OE3 bargaining unit.

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

Section 1. That the classification plan updates for Accounting Technician, Administrative Analyst, and Administrative Assistant in the Confidential Bargaining Unit, specifications for which are attached hereto as Attachments "B" through "D", be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the classification of Police Records Technician be removed from the Confidential bargaining unit; and

Section 3. That copies of this resolution be certified to the Finance Director for budgetary purposes.

* * * * *

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 24th day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF ANTIOCH

ACCOUNTING TECHNICIAN

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

SUMMARY DESCRIPTION

Under general supervision, performs a wide variety of responsible technical accounting and financial record keeping and reporting duties in support of assigned accounting system, function, or program area; performs work in the administration of and compliance with the Business License Ordinance; prepares, processes, maintains, and verifies financial/accounting and statistical documents and records; prepares various reports and statements; provides information and assistance to the general public and City departments; and performs a variety of technical tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

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

1. Perform a variety of responsible technical accounting and financial office support duties in support of assigned accounting system, function, or program area including in the areas of accounts payable, accounts receivable and issuing of business licenses.
2. Prepare, maintain, and/or verify a variety of accounting, financial, and statistical records, ledgers, logs, and files; gather, assemble, tabulate, enter, check, verify, balance, adjust, record, and file financial data; code data according to prescribed accounting procedures; review information to ensure accurate reporting; resolve discrepancies; establish and maintain various files and records.
3. Utilize various computer programs; enter and maintain data; post information to ledgers, journals, logs, and reports; generate reports from a database or in-house system; create spreadsheets and generate reports using spreadsheet software; create documents using word processing software.
4. Perform duties in support of the City's accounts payable function; receive incoming invoices for payment and review for accuracy and proper authorizations and account coding; research discrepancies; prepare batches for data entry; ensure that payments are included and processed in a timely manner.
5. Proofread and check materials for accuracy, completeness and compliance with departmental policies and regulations.
6. Process accounts payable disbursements from batches entered in current accounts payable cycle; prepare warrant listing and distribute to appropriate department; receive and input special accounts payable batches for manual checks on an as-needed basis.

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN (CONTINUED)

7. Review employee time reports for accuracy and compliance with policies and procedures; reconcile and compute payments due for various benefit program providers; prepare quarterly tax reports for federal and state agencies.
8. Perform technical and complex clerical accounting duties in support of the utility billing function; receive and process payments in person and through the mail as well as automatic draft/credit card payments; enter returned payments and send notifications as necessary; review and enter adjustments to customer accounts as necessary.
9. Create past due packets for delinquent water accounts and prepare past due notices; review accounts in non-payment status to process shut offs; create cut off orders and post past due penalties; produce final bills for disconnected accounts.
10. Prepare and analyze monthly collection report for closed accounts with outstanding balances to send to collection agency.
11. Perform technical and complex clerical accounting duties in support of the business license function; review and process new business license applications; apply fees to appropriate accounts, print reports, issue license and mail out.
12. Maintain complete and accurate records regarding business licenses; maintain complete and current records on businesses operating in the City; add new businesses to the system and assigned business license numbers.
13. Calculate business license tax due from each business and collect fees; prepare daily deposit of all incoming business license payments.
14. Perform and/or coordinate field inspections and surveys to determine validity of business licenses and to detect unlicensed businesses.
15. Visit retail businesses and act as a liaison between businesses and City Hall; advise proprietors concerning license renewals and issue renewal notices as required.
16. Perform a variety of general office support work, such as, organizing and maintaining various files, typing correspondence, reports, forms, and specialized documents.
17. Provide technical information and assistance to other City staff regarding procedures and methods; confer with City departments and individuals regarding changes and corrections; interpret and explain rules and regulations; may provide lead direction, training and work review for one or more Customer Service Representatives.
18. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Financial record keeping, bookkeeping and basic governmental accounting principles and practices.

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN (CONTINUED)

- Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
- Basic auditing principles and practices.
- Principles and practices used in establishing and maintaining accounting files and information retrieval systems.
- Principles and practices of fiscal, statistical, and administrative record keeping and reporting.
- Methods and techniques for basic report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service techniques, practices, and principles.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Effectively apply accounting knowledge in the performance of a variety of accounting, fiscal, and statistical record keeping duties.
- Participate in the preparation of a variety of administrative and financial reports.
- Review financial records, reports, and related documents, identify discrepancies, and resolve problems related to assigned area of responsibility.
- Implement and maintain filing systems.
- Compile a variety of information and records and exercise good judgment in maintaining information, records, and reports.
- Perform mathematical calculations quickly and accurately including to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work independently in the absence of supervision.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Deal successfully with the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs.
- Type and enter data at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized or college level course work in accounting, bookkeeping, business administration or other related field.

Experience:

Three years of responsible bookkeeping, payroll or clerical accounting experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised January 1993; June 2014

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

ADMINISTRATIVE ANALYST II/III

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

SUMMARY DESCRIPTION

Under general direction, performs a full range of responsible and varied professional, analytical, programmatic and administrative duties involved in providing responsible staff support to a City department, office, and/or program area; assumes responsibility for the management and administration of a specific program area; recommends action and assists in policy, procedure, work methods, and budget development and implementation for area of assignment; and coordinates assigned activities with other divisions, outside agencies, and the general public.

DISTINGUISHING CHARACTERISTICS

These are the journey level classes in the professional Administrative Analyst series. Positions at this level are generally assigned responsibility for the management and administration of a specific program or function and independently perform a wide range of responsible and difficult analytical duties in providing responsible staff support to a City department, office, and/or program area. Assignments are typically received in broad, outline form, and incumbents are expected to have the competencies needed to act independently in developing applicable resources and information. Projects may include statistical analysis, operations support, and policy, procedures, and budget development, or other areas specific to the department or office. Incumbents are expected to exercise independent judgment in selecting study approach and analytical techniques and in making sound recommendations based on study results.

REPRESENTATIVE DUTIES

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

1. Provide assistance in resolving the more difficult operational and administration problems; identify problem areas and issues; plan, organize, coordinate, direct, and/or conduct administrative and/or management studies relating to the activities or operation of the assigned department, office, or program area.
2. Conduct complex surveys, research, and analysis on administrative, fiscal, and operational issues; determine analytical techniques and information-gathering processes and obtain required information and data for analysis; analyze alternatives and make recommendations regarding such areas as staffing, facilities, equipment, cost analysis, productivity, and policy or procedure modifications; discuss findings with management staff and prepare reports of study conclusions; oversee and assist in the implementation of recommendations.
3. Provide complex staff assistance to management staff; participate on and provide staff support to a variety of committees and boards; prepare and present staff reports and other correspondence as appropriate and necessary.
4. Plan, coordinate, implement, promote, and oversee assigned programs, projects, and initiatives; oversee and participate in the development and implementation of

**CITY OF ANTIOCH
ADMINISTRATIVE ANALYST II/III (CONTINUED)**

program/project goals, objectives, policies, procedures, and priorities; oversee and participate in the development and implementation of strategies and workplans for the achievement of these goals.

5. Oversee and participate in the design, production, and distribution of a variety of promotional, marketing, outreach, and information materials, communications, and presentations; create press releases; serve as media contact for assigned programs.
6. Perform a range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects that would promote and enhance the mission, goals, and objectives of the City; oversee or perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; monitor project success using appropriate tracking and feedback systems.
7. Perform a range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. Coordinate assigned services and program/project activities with those of other City programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represent the assigned area to public and private groups, organizations, and other City groups; provide information and assistance as appropriate.
9. Ensure that assigned program/project activities and services comply with relevant federal, state, and local laws, policies, and regulations.
10. May participate in the selection, training, and evaluation of assigned administrative support personnel; provide or coordinate staff training; work with employees to correct deficiencies.
11. Serve as primary contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiate and resolve sensitive and controversial issues; explain, justify, and defend programs, policies, and activities.
12. Participate in the budget development process and budget monitoring activities for assigned areas of responsibility; collect and analyze financial data; review and analyze budget requests and budget changes; make recommendations and obtain final approval for changes; create data tracking and reporting systems; monitor monthly status.
13. Administer, write, and prepare assigned grants; monitor and prepare reports on authorized grant expenditures.
14. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
15. May direct the work of support staff on a project or day-to-day basis.

16. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices of public administration.
- Organization and operation of municipal government.
- Municipal government functions specifically related to assigned program area.
- Operational characteristics, services, and activities of assigned program area.
- Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
- Principles and practices of contract negotiation, preparation and monitoring.
- Principles and applications of critical thinking and analysis.
- Techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Principles and practices of budget preparation and administration and grant application and administration principles and practices.
- Finance and accounting systems.
- Principles of business letter writing.
- Federal, state, and local government organizations.
- Principles of supervision, training, and performance evaluation.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform a wide range of professional analytical duties involving the use of independent judgment and personal initiative.
- Independently plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Quickly assimilate new information and adapt to changing priorities.
- Oversee and participate in the development and administration of program goals, objectives and procedures.
- Collect, evaluate, and interpret varied information and data.
- Select, train, and evaluate assigned staff may be required for some positions.
- Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
- Analyze complex problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Read and interpret technical information.
- Prepare clear and concise technical, administrative and financial reports.

- Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form.
- Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
- Research, negotiate, manage, and monitor contracts and agreements.
- Understand the organization and operation of the City, assigned program, and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
- Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies.
- Identify and respond to community and organizational issues, concerns, and needs.
- Coordinate multiple projects and meet critical deadlines.
- Organize and prioritize timelines and project schedules in an effective and timely manner.
- Plan, schedule, and review the work and performance of subordinates in a manner conducive to proficient performance and high morale may be required for some positions.
- Participate in the preparation and administration of budgets.
- Operate and use modern office equipment including a computer and various software packages.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Analyst II

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Two (2) years of responsible professional level administrative and management analysis experience related to assigned area.

Analyst III

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Five (5) years of responsible professional level administrative and management analysis experience related to assigned area, equivalent to the City's Administrative Analyst II classification. Time in classification is not sufficient to warrant moving from an Analyst II to an Analyst III. Employees must demonstrate the ability to assume independent responsibility for the most complex projects and assignments, to the satisfaction of Management staff. This is not an automatic flexing class series.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created October 1987

Revised February 2003; December 2003; November 2006; November 2007; June 2014

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

ADMINISTRATIVE ASSISTANT I/II/III

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

SUMMARY DESCRIPTION

Under general supervision, performs a variety of secretarial, advanced clerical, and routine administrative and programmatic work of a general or specialized nature in support of assigned programs, division, or department; relieves assigned staff of clearly defined and delegated administrative or technical detail; and provides information and assistance to other City staff and the general public regarding assigned programs, policies, and procedures.

DISTINGUISHING CHARACTERISTICS

Administrative Assistant I – This is the entry level class in the Administrative Assistant series providing responsible and difficult clerical and secretarial duties of a general and specialized nature in support of the assigned department, division, or program area. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Administrative Assistant II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and/or fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Advancement to the “II” level is based on performing the full range of journey level duties, demonstrated proficiency in performing the assigned functions, and is at the discretion of higher level supervisory or management staff.

Administrative Assistant II – This is the journey level class within the Administrative Assistant series performing the full range of responsible and difficult clerical and secretarial duties of a general and specialized nature with only occasional instruction or assistance. Positions at this level are distinguished from the Administrative Assistant I level by the performance of the full range of duties as assigned, working independently, applying well developed secretarial and office support knowledge, and exercising judgment and initiative. Assigned work requires the use of judgment in selecting appropriate procedures, conducting transactions with customers and the public, and solving routine and non-routine problems based on knowledge gained through experience. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class series are flexibly staffed and positions at the Administrative Assistant II level are normally filled by advancement from the Administrative Assistant I level.

Administrative Assistant III – This is the advanced journey level class of this series and may include lead-level responsibility for Administrative Assistant I and II positions. This class is distinguished from Administrative Assistant I and II by the performance of complex technical assignments or program responsibility, and from Senior Administrative Assistant, which is the first-line supervisory level.

REPRESENTATIVE DUTIES

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

CITY OF ANTIOCH
ADMINISTRATIVE ASSISTANT I/II/III (CONTINUED)

1. Perform a wide variety of secretarial, advanced clerical, and routine administrative and programmatic work of a general or specialized nature in support of assigned programs, division, or department; relieve supervisor of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
2. Type, word process, format, edit, revise, proofread, and process a variety of documents and forms including reports, correspondence, memoranda, agenda items and reports, agreements, technical and statistical charts and tables, and other specialized and technical materials from rough draft dictation, modified standard format, and brief verbal instructions; develop, revise, and maintain standardized and master documents; compose correspondence and other documents.
3. Screen office calls, visitors, and mail; provide information and assistance including responding to requests for information and assistance; research information related to City regulations and office policies; refer callers to proper authority; assists the public and other City staff in interpreting and applying City policies, procedures, codes, and ordinances; may sort and distribute mail.
4. Maintain calendar of activities, meetings, and various events for assigned staff; coordinate activities and meetings with other City departments, the public, and outside agencies; coordinate and arrange special events as assigned.
5. Coordinate, make, process, and confirm staff travel arrangements; arrange for transportation and accommodations for travel; check and process expense claims.
6. Verify and review materials, applications, records, and reports for completeness and conformance with established regulations and procedures; apply applicable policies and procedures in determining completeness of applications, records, and reports; provide information and forms to the public; collect and process appropriate information.
7. Maintain accurate and up-to-date office files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information including manual and computer logs of documents processed.
8. Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; create and maintain computer based tracking information and reports including assigned databases, records, and lists; create standard statistical spreadsheets; input corrections and updates; verify data for accuracy and completeness.
9. Perform a variety of general bookkeeping and clerical accounting duties and responsibilities involved in financial record keeping and reporting for assigned area; maintain a variety of accounting records, logs, and files; verify, balance, and adjust accounting records.
10. Participate with special projects as assigned; assist in planning, coordinating and implementing assigned programs and events; assist in monitoring assigned programs.
11. Participate in the collection and compilation of information from various sources on a variety of specialized topics related to assigned programs; participate in the preparation of reports and various other documents.
12. Assist in assembling and preparing the annual budget for area of assignment; monitor expenditures against budget; prepare purchase requisitions and requests for payment.
13. Recommend improvements in work flow, procedure and use of equipment and forms; implement improvements as approved; develop and revise office forms and report formats as required.

**CITY OF ANTIOCH
ADMINISTRATIVE ASSISTANT I/II/III (CONTINUED)**

14. Ensure that all required supplies are available as needed and that the facility and equipment are in proper working order; maintain and order office supplies; prepare purchase requisitions; receive invoices and checks for accuracy; process payments.
15. Operate a variety of office equipment including a computer, copier, facsimile machine, and adding machine.
16. Utilize various computer applications and software packages; develop, enter data, maintain, and generate reports from a database or network system; maintain, and utilize data to develop reports using spreadsheet software; create, format, and revise charts, graphs, flowcharts, worksheets, booklets, brochures, and forms using word processing software.
17. As assigned, arrange and coordinate meetings; assist in preparing and distributing agenda packets and correspondence; attend meetings and take, transcribe, and assure proper distribution of minutes and verbatim transcripts.
18. May provide lead supervision to lower level clerical staff; review work for accuracy and completeness.
19. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.
- Principles and practices of sound business communication.
- Principles of business letter writing and basic report preparation.
- Records management principles and procedures including record keeping and filing principles and practices.
- Basic accounting principles and practices.
- Basic principles and practices of budget preparation and administration.
- Methods and techniques of proper phone etiquette.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service and public relations methods and techniques.
-

Ability to:

- Perform a variety of responsible and difficult clerical and secretarial duties and activities of a general and specialized nature in support of the assigned department, division, or program area.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

- Type or enter data accurately at net 50 words per minute.
- Interpret and apply applicable federal, state, and local laws, codes, regulations, and procedures.
- Participate in researching, compiling, analyzing, and interpreting data.
- Participate in the preparation of a variety of administrative and financial reports.
- Establish and maintain a variety of specialized files and records.
- Independently prepare correspondence and memoranda from brief instructions.
- Perform routine mathematical calculations.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and carry out oral and written directions.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies.
- Utilize public relations techniques in responding to inquiries and complaints.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Administrative Assistant I

Education/Training:

Equivalent of the completion of the twelfth grade. Additional specialized or college level course work in secretarial science, office procedures, business administration, or a related field is desirable.

Experience:

One year of responsible clerical, secretarial, and office administrative support experience.

Administrative Assistant II

Education/Training:

Equivalent of the completion of the twelfth grade. Additional specialized or college level course work in secretarial science, office procedures, business administration, or a related field is desirable.

Experience:

Three years of increasingly responsible clerical, secretarial, and office administrative support experience including two years of experience at a level comparable to a Administrative Assistant I with the City of Antioch.

Administrative Assistant III

Education/Training:

Equivalent of the completion of the twelfth grade. Additional specialized or college level course work in secretarial science, office procedures, business administration, or a related field is desirable.

Experience:

Five years of increasingly responsible clerical, secretarial, and office administrative support experience including two years of experience at a level comparable to a Administrative Assistant II with the City of Antioch.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with extensive public contact and frequent interruptions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: September 1989

Revised: December 2003; September 2013; June 2014

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

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF JUNE 24, 2014**

FROM: Michelle Fitzer, Administrative Services Director 

DATE: June 12, 2014

**SUBJECT: RESOLUTION APPROVING THE CLASS SPECIFICATION OF LEAD
WAREHOUSE WORKER IN THE LOCAL 1 BARGAINING UNIT AND
ESTABLISHING A SALARY RANGE**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the class specification of Lead Warehouse Worker in the Local 1 bargaining unit, and establishing a salary range.

BACKGROUND

- ***Classification***

The Lead Warehouse Worker is a new classification. Currently the incumbent employee is classified as Storekeeper and is represented by Operating Engineers Local 3 (OE3). However, as part of the comprehensive classification plan update, the recommendation was to change the classification to Lead Warehouse Worker and place it in the Local 1 bargaining unit.

Staff met with both Local 1 and OE3 regarding this classification. The description was agreed upon by the representatives of both units. However, the issue of the bargaining unit designation remained. OE3 has now agreed with the City's recommendation to move the classification to Local 1. This seems most appropriate, as the Warehouse Worker classification is already in the Local 1 unit. In addition, this is consistent with other City classifications that have a lead class – they are represented by the same bargaining unit, both in Local 1 and OE3.

- ***Salary***

The only salary action is to assign a salary range to the new Lead Warehouse Worker classification. The proposal is to match the current Storekeeper range at \$4518 - \$5492 per month full time. This reflects no change for the incumbent employee. Of course, the City remains on a 36 hour workweek, so the incumbent employee actually earns ten percent (10%) less than this amount.

FINANCIAL IMPACT

Approving the class specification and assigning the proposed salary range have no financial impact.

ATTACHMENTS

- A. Resolution Approving the Lead Warehouse Worker Class Specification in the Local 1 Bargaining Unit and Establishing a Salary Range
- B. Lead Warehouse Worker Draft Description

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CLASS SPECIFICATION OF LEAD WAREHOUSE WORKER IN
THE LOCAL 1 BARGAINING UNIT AND ESTABLISHING A SALARY RANGE**

WHEREAS, staff has been working on completing a comprehensive update of the classification system for the last year; and

WHEREAS, the classification of Lead Warehouse Worker is a new classification, whose incumbent is currently classified as Storekeeper and represented by Operating Engineers Local 3 (OE3) ; and

WHEREAS, the City has met with both Local 1 and OE3 regarding the Lead Warehouse Worker classification and have agreed upon the description and that it be in the Local 1 bargaining unit; and

WHEREAS, the Lead Warehouse Worker classification does not have an established salary range.

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

Section 1. That the classification of Lead Warehouse Worker, the specification for which is attached hereto as Attachment "B", be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the salary range for Lead Warehouse Worker is established as \$4518 - \$5492 per month full time; and

Section 3. That copies of this resolution be certified to the Finance Director for budgetary purposes.

* * * * *

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 24th day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

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

LEAD WAREHOUSE WORKER

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

SUMMARY DESCRIPTION

Under direction, leads, oversees, and participates in the more complex and difficult work of staff responsible for receiving, checking, storing, and delivering equipment, materials, and supplies; maintains adequate stock levels and inventories; ensures work quality and adherence to established policies and procedures; maintains adequate stock levels and inventories; performs a variety of semi-skilled and routine maintenance work; maintains a variety of records, logs, and files; operates and maintains a variety of warehouse equipment; and performs a variety of technical tasks relative to assigned areas of responsibility.

REPRESENTATIVE DUTIES

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

1. Lead, plan, train, and review the work of staff responsible for receiving, checking, storing, and delivering equipment, materials, and supplies; perform the most complex work of the unit including conducting the annual inventory for the warehouse.
2. Train assigned employees in their areas of work including proper warehouse methods, procedures, and techniques.
3. Supervise the use, care, operation, and maintenance of warehouse equipment including forklifts, hand trucks, and other City vehicles.
4. Verify the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensure adherence to safe work practices and procedures.
5. Receive equipment, materials, and supplies; verify incoming shipments for appropriate quantity and quality against purchase orders; note and report shortages, damages, and other discrepancies according to appropriate procedures; post receipt on computer terminals.
6. Assist staff with purchasing needs and requirements for non-inventoried and special items; research and order special materials and supplies as appropriate.
7. Fill requisitions and mark orders for delivery; pick up, deliver, and unload equipment, materials, and supplies; transfer equipment, materials, and supplies to appropriate locations as necessary.
8. Ship out items for repair or replacement as necessary.
9. Work within a budget; code invoices for payment.
10. Issue tools, parts, and equipment daily to meet the requirements of field crews.
11. Maintain inventory at prescribed levels and place orders to maintain these levels; place all received stock items in proper bins, on shelves, designated floor locations or designated locations

CITY OF ANTIOCH
LEAD WAREHOUSE WORKER (CONTINUED)

- in the outside area; maintain records on all materials and supplies; compile records of supply transactions; oversee and participate in all scheduled inventories.
12. Determine changes in order points, assign stock numbers to new items, analyze stock items for obsolete or slow moving items and make recommendations for their disposal.
 13. Operate and maintain a variety of warehouse equipment including forklifts, pick up truck, hand trucks, and a variety of hand and power tools and equipment.
 14. Maintain cleanliness, security, and safety within the warehouse area.
 15. Prepare and run a variety of reports related to warehouse operations; upload and download information into a computer system; maintain a variety of files, records, and logs including purchase order files, shipping/receiving records, parcel deliveries, and inventory records.
 16. Perform a variety of general and routine maintenance duties; make keys and repair locks and doors; inspect, service and certify City-owned fire extinguishers; check alarms.
 17. Respond to inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
 18. Develop and implement a loss prevention control plan, as needed.
 19. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Operations, services and activities of a warehouse receiving and delivery program.
- Principles of lead supervision and training.
- Modern warehousing systems and procedures, including methods of proper and orderly storage, issuances and receipt of materials, stock inventory procedures and space use for maximum utilization.
- Methods, practices, and equipment used in the ordering, receipt, storage, handling, issuing, and preservation of supplies, materials and equipment.
- Purchasing cycles as they apply to materials storage activities.
- Rigging standards and principles used in handling heavy objects.
- Units of weights and measures.
- Principles and procedures of record keeping and filing.
- Mathematical principles.
- Office procedures, methods, and equipment including computers and applicable software applications.
- Operational characteristics of warehousing equipment and tools.
- Inventory procedures, including the appropriate forms for ordering purposes.
- Traffic and safety laws, ordinances, regulations, and rules involved in driving and equipment operation.
- Occupational hazards and standard safety practices.
- Oral and written communications skills.

Ability to:

- Lead, organize, and review the work of staff.
- Independently perform the most difficult warehouse receiving and delivery procedures.
- Interpret, explain, and enforce department policies and procedures.
- Operate a warehouse effectively, efficiently, and safely.
- Minimize public and employee safety hazards by conforming to required codes.
- Receive, inspect, issue, deliver, and/or pick-up materials and equipment.
- Operate a variety of warehouse equipment including forklifts and hand trucks in a safe and effective manner.
- Maintain accurate and current records of inventory, materials and supplies.
- Successfully operate various software programs as required using a computer or other types of hand held devices.
- Make mathematical calculations, including fractions and decimals, with speed and accuracy.
- Maintain adequate stock levels.
- Maintain an updated inventory of all fixed assets.
- Prepare and analyze stock records and reports.
- Maintain accurate and current records of warehouse transactions.
- Respond to requests and inquiries from other personnel.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Work independently in the absence of supervision.
- Exercise independent judgment and initiative within established policy guidelines.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

Education and Experience Guidelines

Education/Training:

Equivalent to completion of twelfth grade.

Experience:

Two years of experience in the ordering, issuance, receipt and storage of materials and supplies comparable to a Warehouse Worker II with the City of Antioch.

License or Certificate:

Possession of an appropriate, valid Class C driver's license.

Possession of a fire extinguisher license.

Possession of a CPR/First Aid certificate is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a warehouse setting; exposure to noise, grease, smoke, fumes, and gases; potentially hazardous chemicals; work at heights on scaffolding and ladders; work and/or walk on various types of surfaces including slippery or uneven surfaces; works near moving mechanical parts.

CITY OF ANTIOCH
LEAD WAREHOUSE WORKER (CONTINUED)

Physical: Primary functions require sufficient physical ability and mobility to walk, stand, and sit for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to heavy amounts of weights; operate assigned equipment and vehicles; verbally communicate to exchange information.

FLSA: Non-Exempt

Created: June 2014

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

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF JUNE 24, 2014**

FROM: Michelle Fitzer, Administrative Services Director 

DATE: June 12, 2014

**SUBJECT: RESOLUTION REMOVING REGISTERED VETERINARY TECHNICIAN
AND SECRETARY I/II WEB SITE ASSISTANT FROM THE
CLASSIFICATION PLAN**

RECOMMENDATION

It is recommended that the City Council adopt a resolution removing Registered Veterinary Technician and Secretary I/II Web Site Assistant from the classification plan.

BACKGROUND

The City has been working on finalizing a comprehensive classification plan update for over a year. Most of the bargaining units have had their updates approved by Council. These two classifications appear to be in the classification plan but are not assigned to a represented bargaining unit. There are no incumbent employees in these classifications.

These classifications are no longer needed and should be removed from the classification plan.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

- A. Resolution Removing Registered Veterinary Technician and Secretary I/II Web Site Assistant from the Classification Plan

6/24/14

RESOLUTION NO. 2014/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REMOVING REGISTERED VETERINARY TECHNICIAN AND SECRETARY I/II WEB
SITE ASSISTANT FROM THE CLASSIFICATION PLAN

WHEREAS, staff has been working on completing a comprehensive update of the classification system for the last year; and

WHEREAS, the Registered Veterinary Technician and Secretary I/II Web Site Assistant classifications are unrepresented, vacant classes; and

WHEREAS, These classifications are no longer needed and should be removed from the classification plan.

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

Section 1. That the classifications of Registered Veterinary Technician and Secretary I/II Web Site Assistant be removed from the classification plan; and

Section 2. That copies of this resolution be certified to the Finance Director for budgetary purposes.

* * * * *

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 24th day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014**

PREPARED BY: Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division *FA*

REVIEWED BY: Ron Bernal, Public Works Director/City Engineer *REB*

DATE: June 12, 2014

SUBJECT: Consideration of Bids for the Fishing Pier Pavilion (P.W. 99-A5)

RECOMMENDATION

It is recommended City Council award the project to the low bidder, S.R.P. Company, in the amount of \$86,000 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to reallocate \$30,000 from Park-in-Lieu Funds to the project.

BACKGROUND INFORMATION

The CIP budget includes a Measure WW grant project approved by City Council in 2010 to purchase and install a shade structure and benches at the location of the existing restroom on the Fishing Pier. On May 21, 2014 staff completed the design and solicited requests for bids.

On June 5, 2014, one bid was received, as shown on the attached bid proposal. This bid has been checked and found to be without any errors or omissions. Staff recommends awarding the project to S.R.P. Company of Antioch in the amount of \$86,000.

Construction is expected to begin in July 2014. The completion of the project is anticipated in October 2014, due to the long lead time for fabrication and delivery of the shade structure.

FINANCIAL IMPACT

Amend the 2014-2015 Capital Improvement Budget for the project to \$90,000 to be funded as follows: \$60,000 from the Measure WW Grant and \$30,000 from Park-in-Lieu Funds. Staff will seek Measure WW Grant reauthorization funds in the amount of \$30,000 in early 2015 to reimburse Park-in-Lieu fund expenses, if successful.

OPTIONS

None considered at this time.

ATTACHMENTS

- A: Planholder's List
- B: S.R.P. Company's Proposal

AA/Im

6-24-14

ATTACHMENT "A"

Planholder's List

Name	Address	Contact Name
McNabb Construction	3527 Mt. Diablo Blvd., Lafayette CA 94549	Dave McNabb
H&H Construction	7434 Larkdale Avenue, Dublin CA 94568	John Horn
SRP Company	4500 Wolf Way, Antioch CA 94531	Sal Purugganan
Bay Area Builders	549 Garcia Ave, Pittsburg, CA 94565	Mike Lucido
Swisher Cement	2620 E. 18th St., Antioch, CA 94509	Wayne Swisher

ATTACHMENT "B"

FISHING PIER SHADE SHELTER STRUCTURE PW 99-A5

1. SCOPE OF WORK – The work shall include in general:

- Demolition, removing and disposing off existing restroom facility at the Antioch Fishing Pier.
- Demolition, saw cutting, removing and disposing off the existing restroom slab and foundation as shown on the plans.
- Remove and disposing off existing sewer pump and sewage tank including sewage tank content material, and cap existing 4" sewer lateral.
- Purchase, deliver and install new Poligon shade structure with Hip roof, per the attached engineering design of the foundation and structural detail (Contractor to field verify the dimension prior to fabrication)
- Purchase, deliver and install new Tolar perforated metal benches with Anti-Vagrant bars.
- Install new tubular welded steel post railing with tension wires to match existing railing as shown on the plans. Posts to be connected and secure into new 6" concrete slab.
- Install 6" concrete slab with wire mesh and dowel into existing slab as shown on the plans
- Install temporary railing and fencing to secure the site during construction

2. PROJECT SCHEDULE – A progress schedule shall be presented at the commencement of the project, and updated monthly, in accordance with Section 8-1.04 of the Standard Specifications, and at such other times as requested by the Engineer. Progress payments may be withheld until satisfactory submittal of a schedule that meets all contract time and order of work requirements .

3. TIME OF COMPLETION

The Contractor shall commence work after receiving the Notice to Proceed, and shall diligently prosecute the same to completion before September 8, 2014.

4. PREVAILING WAGE

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City Council of the City of Antioch has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, a copy of which is on file in the Office of the City Clerk. In addition, the contractor may obtain applicable prevailing wage information directly from the Department of Industrial Relations website at www.dir.ca.gov/dlsr/statistics_research.html.

5. GENERAL:

- Submit to the Engineer prior to performing any work, a typewritten list containing a description of all proposed material to be used. Submittal shall include catalogue data, samples, warranties and full description/technical literature for all material specified on the drawings or in the Specifications.

- Equipment or material installed or furnished without the prior written approval of the Engineer, may be rejected and such materials removed from the site at no expense to the City.
- Manufacturer's warranties shall not relieve liability under the guarantee. Such warranties shall only supplement the guarantee.
- The Contractor shall visit the site, examine all documents and make known to him the nature and character of the project site; its general and particular location, the physical and contractual conditions and requirements, and the limitations and various other aspects relative to the project.
- The Contractor shall be responsible for repairs or replacements of damage due to any vandalism prior to acceptance of the work.
- The Contractor shall submit for approval a demolition plan, and shall indicate on the plan his safety measures and how to prevent falling debris into the river.
- Codes and Standards: Comply with all applicable codes and standards including Cal/OSHA safety regulations
- Any existing building, equipment, piping, pipe covering sewers, sidewalks, landscaping, etc., damaged by the Contractor during the course of his work shall be replaced or repaired by the Contractor in a manner satisfactory to the Engineer and at Contractor's own expense.
- Contractor's vehicles: vehicles belonging to employees of the Contractor and all other vehicles entering upon the City's property in performance of the Work of the Contract to use only the access route approved by the City.

6. SYSTEM DESCRIPTION:

Manufacture: **POLIGON SHADE SHELTER**

- A. Roof Size: approximately 22' X 13' hip roof with approximately 24" overhangs as shown on the plans.
- B. Posts: Four (4) posts to be located and connected to the existing piers per the attached plans.
- C. Colors to be approved by the Engineer, provide samples

Manufacture: **TOLAR BENCHES**, 5 foot long black with no back perforated metal with Anti-Vagrant bars, confirming to Tolar Manufacture recommendations.

7. QUALITY ASSURANCE:

- A. Manufacturer's representative of approved materials shall be present during preparation and installation to verify that manufacturer's instructions and standards are adhered to.

8. SUBMITTALS:

- A. Shop Drawings: Submit shop drawings showing type of material, elevations and details of roof framing, posts and foundation connections. Indicate field dimensions, finish, thickness, flashing and sealants.
- B. Product Data: Submit of manufacturer's published specifications and installation instructions.

9. DELIVERY, STORAGE AND HANDLING:

- A. Deliver frame materials with slip sheets to protect color anodized finish.
- B. Store frame materials in dry areas above the floor and away from construction activity

10. GUARANTEE:

- A. All material and work shall be guaranteed against defective materials and workmanship and specifically against leaks for a period of three years from the date of acceptance by the Owner. Extra-ordinary abuse, vandalism or neglect by the Owner is excluded.

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's Total Bid Price.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF Subcontractor/Suppliers	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	TYPE & PERCENTAGE OF WORK
1. POLIGON - ALL ABOUT PLAY		SACRAMENTO, CA	SHADE - 17%
2. TOLAR		CORONA, CA	BENCHES - 3%
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

END LIST OF SUBCONTRACTORS

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

INCLUDED IN THE BID PRICE IS FULL COMPENSATION
FOR PROCURING THE FOLLOWING REQUIRED INSURANCE

a. PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE of not less than limits of

FIVE MILLION DOLLARS (\$5,000,000) per occurrence and
FIVE MILLION DOLLARS (\$5,000,000) in the annual aggregate

b. AUTOMOBILE LIABILITY INSURANCE of not less than limits of

TWO MILLION DOLLARS (\$2,000,000) per occurrence/accident

c. WORKERS' COMPENSATION INSURANCE, as per statutory requirement.

d. EMPLOYER'S LIABILITY INSURANCE of not less than

TWO MILLION DOLLARS (\$2,000,000) per accident and
TWO MILLION DOLLARS (\$2,000,000) each employee by disease.



SALVADOR R. PURUGGANAN - SOLE OWNER
Signature of Bidder/Title

JUNE 5, 2014
Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

SCHEDULE OF BID PRICES

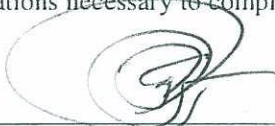
Item No.	Unit	Description	Unit Price in Figures	Unit Price Extended
1	LS	Demolish and off haul existing restroom, and sewer pump and tank complete in place for the lump sum price	\$16,530. ⁰⁰	\$16,530. ⁰⁰
2	LS	Saw cut , demolish , off haul and dispose of the existing restroom concrete floor and foundation per the plans complete in place for the lump sum price	\$6,440. ⁰⁰	\$6,440. ⁰⁰
3	LS	Purchase, deliver and install Shade Shelter, per the plans complete in place for the lump sum price	\$33,500. ⁰⁰	\$33,500. ⁰⁰
4	4 Each	Purchase, deliver and install 5' black metal benches with no back, complete in place for unit price per each	\$1,345. ⁰⁰	\$1,345. ⁰⁰
5	30 LF	Purchase, deliver and install welded steel tubular railing and tension wire per plans complete in place for unit price per lineal foot	\$262. ⁰⁰	\$7,860. ⁰⁰
6	LS	Install 6" reinforced concrete slab complete in place for the lump sum price	\$15,490. ⁰⁰	\$15,490. ⁰⁰
7	LS	Temporary fencing and railing complete in place for the lump sum price	\$800. ⁰⁰	\$800. ⁰⁰
GRAND TOTAL AMOUNT:			\$	\$86,000. ⁰⁰

GRAND TOTAL AMOUNT:

EIGHTY SIX THOUSAND & 00/100 DOLLARS

(Written in Words)

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.



Signature of Bidder

S. R. P. COMPANY

Company Name Printed

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Principal") have entered into a Contract for the _____; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") has entered into a Contract with _____, (hereinafter referred to as "Principal"), for construction of the _____ (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City, in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other

than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

Note:

*To be executed by Principal
and Surety with acknowledgment
and notarial seal attached.*

Principal

By _____

By _____

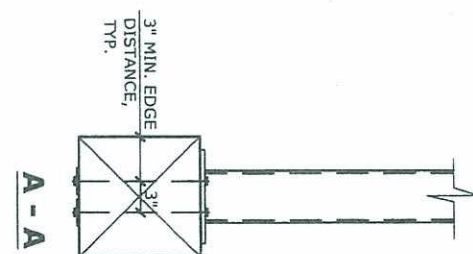
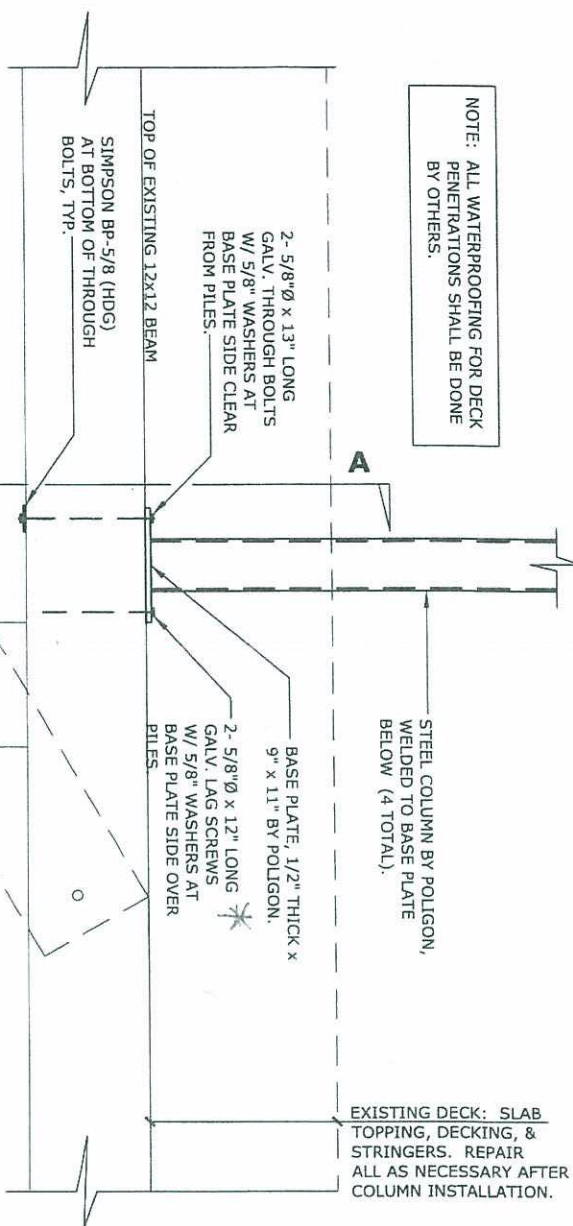
Surety

Address

By _____

By _____

NOTE: ALL WATERPROOFING FOR DECK PENETRATIONS SHALL BE DONE BY OTHERS.



EXISTING PILES, CROSS BRACE, CONNECTIONS, ETC. TO REMAIN UNDISTURBED.

A
S-2
DETAIL

* USE LAG screws if there are not enough space for bolts



SHADE STRUCTURE FNDN

ANTIOCH FISHING PIER IN ANTIOCH, CA
for

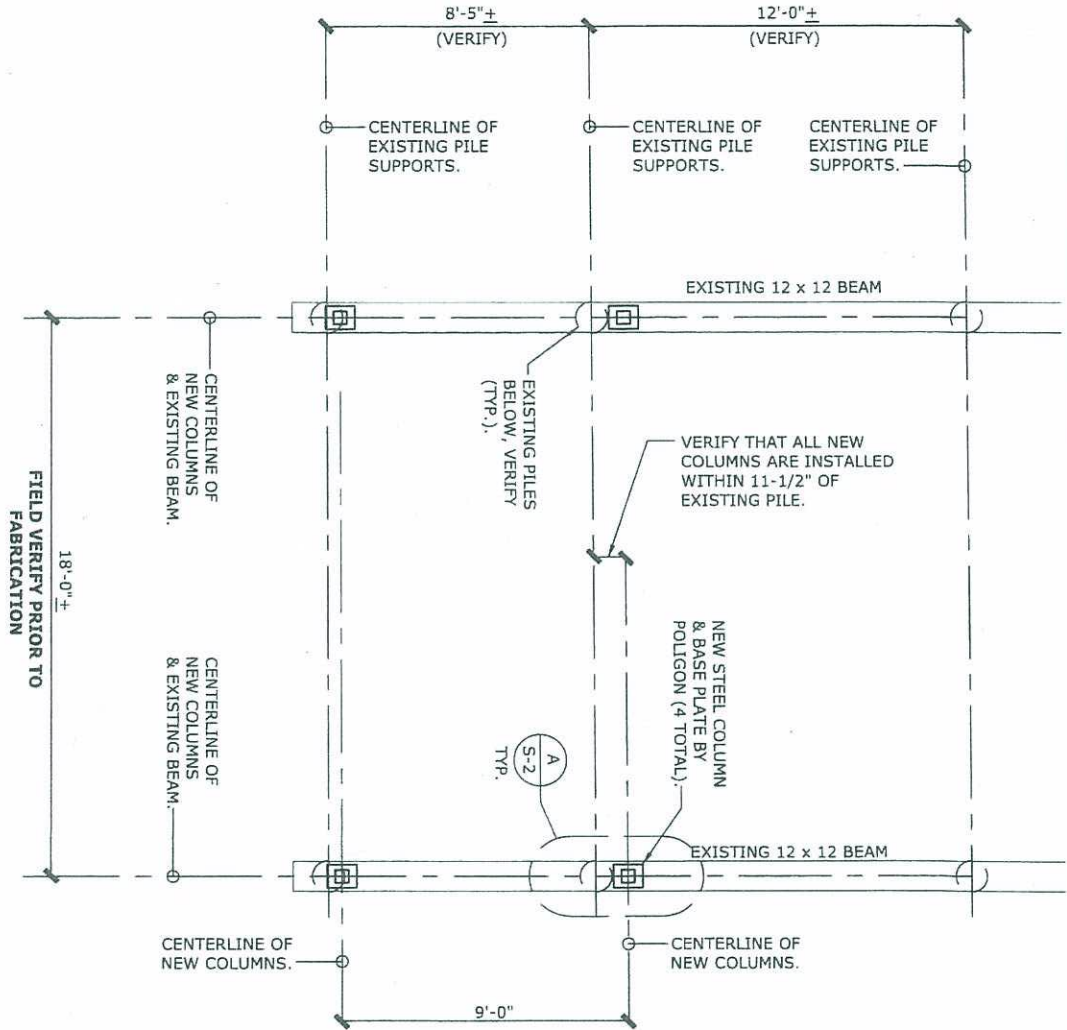
CITY OF ANTIOCH

VK Engineering, Inc.

3080 OVERLOOK DRIVE
VALLEJO, CA 94591
PH: (707)552-9420
email: vke_inc@yahoo.com

DATE 04-15-14
JOB NO. 1173
SHEET
S-2
OF 2 SHEETS

ANTIOCH SHADE STRUCTURE
PARTIAL PLAN VIEW OF DECK AT
ANTIOCH FISHING PIER



DATE 04-15-14
 JOB NO. 1173
 SHEET
S-1
 OF 2 SHEETS

SHADE STRUCTURE FNDN
 ANTIOCH FISHING PIER IN ANTIOCH, CA
 for
 CITY OF ANTIOCH

VK Engineering, Inc.
 3080 OVERLOOK DRIVE
 VALLEJO, CA 94591
 PH: (707)552-9420
 email: vke_inc@yahoo.com

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division 

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

DATE: June 17, 2014

SUBJECT: Consideration of Bids for Sanitary Sewer Main Replacement at Various Locations (P.W. 632-2)

RECOMMENDATION

It is recommended that the City Council reject the bid submitted by California Trenchless, Inc. and award the project to the lowest, responsive bidder, RGW Construction, Inc., in the amount of \$1,787,300.

BACKGROUND INFORMATION

On June 3, 2014, seven bids were received and opened for this project. A copy of the bid tabulation is shown on Attachment A.

The apparent low bid was submitted by California Trenchless, Inc. (CTI) in the amount of \$1,617,820. During Staff's review of CTI's bid documents, it was discovered that CTI had omitted both unit and extended bid prices on the contract proposal. In addition, a second bid item contained a mathematical error between the listed unit price and the associated extended amount. These errors resulted in the sum of the extended bid prices not equaling the total bid price stated on the proposal. Attachment B provides a letter from CTI dated June 6, 2014 regarding the mistakes within their bid documents.

On June 5, 2014, RGW Construction, Inc. (RGW) submitted a bid protest claiming CTI should be considered a non-responsive bidder, due to the failure to submit unit pricing and an extended amount for Bid Item #4 of the contract proposal. A copy of RGW's bid protest is included as Attachment C.

The project General Conditions (State of California, Department of Transportation, Standard Specification dated 2006) Section 2.105 states that the proposal shall set forth unit prices and totals in the respective spaces provided. Section 2-1.06 of the project General Conditions states that a proposal may be rejected if they contain incomplete bids (Attachment D). The project Special Provisions, Section 1-1.322 states that the total bid price shall be the sum of its bid prices for all of the items. The Instructions to Bidders contained within the project bid forms states that bidders are directed to submit firm unit and lump sum prices for all work on the Schedule of Bid Prices and that the total bid price shall be the sum of the amounts bid for each portion of the work (Attachment E).

The irregularities within CTI's bid documents provide the ability for a bidder to claim clerical mistakes that would allow the bid to be withdrawn, after the bid results had been made public, without forfeiting the bid bond. Staff is not implying that CTI made intentional mistakes when completing the proposal for this project. However, this situation presents an advantage in the competitive bidding procedure and unfairness to the other bidders. In accordance with State Law and the City of Antioch's contract documents, the City must provide a fair and level bidding environment.

Staff, under the advisement of the City Attorney, recommends upholding RGW's bid protest, deeming CTI's bid as non-responsive and rejecting CTI's bid to this project and awarding the contract to lowest, responsive bidder, RGW Construction, Inc., in the amount of \$1,787,300. RGW's bid has been checked and found to be without any errors or omissions.

An email from CTI dated June 10, 2014, in response to Staff's intention to recommend rejection of their bid is included as Attachment F. Letters to both CTI and RGW dated June 12, 2014 informing the bidder of Staff recommendation on this matter are shown on Attachment G & H, respectively.

FINANCIAL IMPACT

The 2013-2014 Capital Improvement Budget includes \$2,000,000 for sewer main improvements and upgrades through the Sewer Facility Expansion Fund. The Engineer's estimate for construction of this project was \$1,770,000.

OPTIONS

1. Waive all irregularities within CTI's bid documents and award the contract to CTI in the amount of \$1,617,820.
2. Reject all project bids and re-bid the project.

ATTACHMENTS

- A: Tabulation of Bids
- B: Letter from CTI dated 6/6/14
- C: Bid Protest from RGW dated 6/5/14
- D: Standard Specifications dated 2006 Sections 2.105 & 2-1.06
- E: Project Special Provisions, Section 1-1.322 & Instructions to Bidders
- F: Email from CTI dated 6/10/14
- G: Letter to CTI dated 6/11/14
- H: Letter to RGW dated 6/12/14

ATTACHMENT "A"

CITY OF ANTIOCH							
TABULATION OF BIDS							
<p>JOB TITLE: Sanitary Sewer Main Replacement at Various Locations (P.W. 632-2)</p> <p>BIDS OPENED: June 3, 2014 ~ 2:00 p.m. City Council Chambers</p>							
	Engineer's Construction Estimate	California Trenchless, Inc. Dublin	RGW Construction, Inc. Livermore	JMB Construction, Inc. So. San Francisco	Bay Pacific Pipelines, Inc. Novato	J & M, Inc. Livermore	
TOTAL BID PRICE	\$1,770,000.00	\$1,617,820.00	\$1,787,300.00	\$1,802,900.00	\$1,925,300.00	\$1,985,195.00	
California Trenchless, Inc.		RGW Construction, Inc.		JMB Construction, Inc.		Bay Pacific Pipelines, Inc.	
Striping Sierra Traffic Marking, Inc. Saw Cutting Bayline Paving MCK Services, Inc.		None		Grind & Pave MCK Services, Inc.		CCTV Roy's Sewer Service	
						J & M, Inc.	
						Striping Chrisp Co. Concrete Cemcon, Inc. Paving MCK Services, Inc.	

A1

**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: Sanitary Sewer Main Replacement at Various Locations
(P.W. 632-2)

BIDS OPENED: June 3, 2014 ~ 2:00 p.m.
City Council Chambers

Engineer's Construction Estimate	Ranger Pipelines, Inc. San Francisco	Knife River Construction Stockton
\$1,770,000.00	\$2,080,000.00	\$2,482,240.00
TOTAL BID PRICE		

<i>Ranger Pipelines, Inc.</i>	<i>Knife River Construction</i>
Striping Chrisp Co.	Striping Chrisp Co. Saw Cutting National Saw Cut Not Listed Pipeline Services

A2



**CALIFORNIA
TRENCHLESS**
general engineering contractor

ATTACHMENT "B"

11875 Dublin Blvd Suite C-240
Dublin, CA 94568
Phone: 925-361-7046
Fax: 510-266-1543

June 6, 2014

To: The City of Antioch
200 H St.
Antioch, CA 94531

Attn: Scott Buenting

RE: Sanitary Sewer Main Replacement At various locations In Antioch, CA P.W. 632-2

Mr. Beunting

As you are aware, California Trenchless Inc. (CTI) submitted our sealed bid for the above referenced project 6/3/2014. CTI's bid price of \$1,617,820.00 is the apparent low bid.

CTI hereby certifies our submitted **Total Bid Price** of \$1,617,820.00 as being complete and correct in accordance with all contractual requirements as stated in the above referenced project.

CTI is unaware of any Bidder protests at this time. It has come to our attention that there were two mistakes made on CTI's hand written bid form:

1. Line item no. 4 was left blank.
2. A mistake was made in the unit price mathematics on line 10.

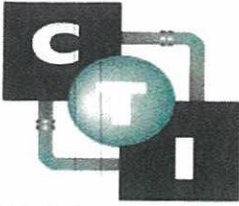
These two mistakes do not affect the Total Bid Price which remains \$1,617,820.00, but an explanation is required:

1. The value of line item no. 4 should be; 6,240LF at \$168.00/LF totaling \$1,048,320.00. This extended amount agrees with our Total Bid Price.
2. The multiplication in this case was incorrect. The value of line item no. 10 should be; 5EA at \$1,000.00EA totaling \$5,000.00. This extended amount again agrees with our Total Bid Price.

The contract defines the basis of award as being based on the **Total Bid Price**. It is evident that these two mistakes did not have an effect on the **Total Bid Price** and it remains as certified, bonded, and published on 6/3/14.

Once again, CTI is unaware of any Bidder protests. This correspondence is not intended to be in response to a submitted dispute. However the project specifications state that all disputes shall be settled in the best interest of the City. CTI's certified bid price saves the City of Concord \$152,180.00

BI



**CALIFORNIA
TRENCHLESS**
general engineering contractor

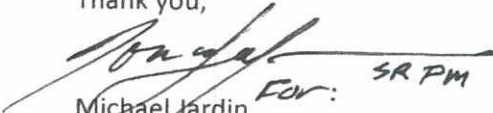
11875 Dublin Blvd Suite C-240
Dublin, CA 94568
Phone: 925-361-7046
Fax: 510-266-1543

below the Engineer's estimate. CTI's certified bid price also saves the City of Concord \$169,480.00 below the second priced bid. Therefore, the acceptance of CTI's bid will be in the best interest of the City.

In closing, CTI requests that the City of Antioch accept and award CTI's certified and bonded bid for the Sanitary Sewer Main Replacement at Various Locations in Antioch, California P.W. 632-2.

If you have any question or concerns please feel free to call.

Thank you,



FOR: SR PM

Michael Jardin
President

Phone: (925) 361-7046

Fax: (510) 266-1543

mjardin@californiatrenchless.com

B2

ATTACHMENT "C"

RECEIVED
Public Works

JUN 11 2014



June 5, 2014

RGW CONSTRUCTION, INC.

via fax: 925/779-6897 & Fed Ex

Date FWD: _____
To: _____

City of Antioch
200 H Street
P.O. Box 5007
Antioch, CA 94531-5007

Attention: Ron Bernal, P.E. – Public Works Director/City Engineer

RE: **BID PROTEST** - Sanitary Sewer Main Replacement at Various Locations in
Antioch, California - PW 632-2

Gentlemen:

Per Section 3-1.06, "Bid Protest Procedures" of project PW 632-2, RGW Construction, Inc., the apparent second lowest bidder, protests the bid of California Trenchless, Inc. "CTI", the apparent low bidder, as non-responsive. CTI failed to submit bid item and total bid item prices for all bid items identified in the bid form. Specifically, CTI did not include unit pricing and an extended amount for bid item 4 – 6240 LF of New 8-inch vitrified clay sanitary sewer main, complete in place for the unit price per lineal foot.

The City's bid offer on page P-15, requires "All costs associated with the work required in the Plans and Specifications must be included in the bid items." CTI failed to include any costs in bid item 4. This error makes CTI's bid non-responsive.

CTI's error is material as it relates directly to its bid price. The total of the Extended Amounts listed on CTI's Schedule of Bid Prices do not add up to its Total Bid Price of \$1,617,820. Based on CTI's omission of bid item 4, it is not clear whether CTI intended its Total Bid Price to be \$1,617,820, or some other amount.

Upon bid opening, CTI had grounds to withdraw its bid (and obtain the full return of its bid bond) based upon its material error in filling out its bid. (See, Public Contracts Code Section 5103) Regardless of whether CTI chose to exercise this option, the fact that CTI had the option provided it with an unfair competitive advantage over the other bidders. In order to insure that all bidders are treated alike, and to guard against the possibility of fraud, corruption and favoritism, bids containing material variances – particularly variances related to price – must be rejected by the awarding authority. Put another way, a bid error related to price is not the type of minor irregularity or informality that an awarding authority can waive. (See, MCM Construction, Inc. v. City and County of San Francisco, (1998) 66 Cal.App.4th 359, 375-378; Valley Crest Landscape, Inc. v. City Council, (1996) 41 Cal.App.4th 1432, 1440-1442)

AN EQUAL OPPORTUNITY EMPLOYER



RGW Construction, Inc. submitted a responsive bid and is a responsible bidder. For the reasons stated above, the City of Antioch must reject CTI's bid as non-responsive and award contract PW 632-2 to RGW Construction, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read 'William S. Stewart', written in a cursive style.

William S. Stewart
President



**SANITARY SEWER MAIN REPLACEMENT
AT VARIOUS LOCATIONS
in
ANTIOCH, CALIFORNIA**

P.W. 632-2

BIDS TO BE RECEIVED BY 2:00 P.M.
JUNE 3, 2014

Plans, Specifications, Special Provisions and Bid Proposal Forms are available from www.blueprintexpress.com/antioch or by calling BPXpress Reprographics at (707) 745-3593, upon payment of a Seventy-Five Dollars (\$75.00) non-refundable printing and service charge.

PREPARED BY:
SCOTT BUENTING, P.E.


Ron Bernal, P.E.
Public Works Director / City Engineer

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the Office of the City Clerk of the City of Antioch at Antioch City Hall located at 200 "H" Street Antioch, California 94531-5007, until 2:00 p.m., June 3, 2014, at which time bids will be publicly opened and read in the City Council Chambers located at 200 "H" Street Antioch, California 94531-5007, for the following project:

SANITARY SEWER MAIN REPLACEMENT AT VARIOUS LOCATIONS in ANTIOCH, CALIFORNIA P.W. 632-2

This Capital Improvement Project consists, in general, of furnishing all permits, materials, labor, tools, supplies, equipment, transportation and superintendence necessary to install sanitary sewer facilities and all other work shown on the plans and specified in the project Special Provisions and Standard Specifications. The work is more fully described in the Description of Project, and other Contract Documents. **The estimated cost of construction is \$1,770,000.00.**

There is no mandatory pre-bid meeting for this project.

Bids shall be submitted on the City's Bid Forms included in the Contract Documents, plainly endorsed with Bidder's name together with signed acknowledgment of any and all addenda. Bid Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope, as follows:

**Sanitary Sewer Main Replacement
At Various Locations
in
Antioch, California
P.W. 632-2
June 3, 2014
(Name and Address of Bidder)**

Whether mailed or personally delivered, all bids shall be addressed to the Office of the City Clerk, City of Antioch, P.O. Box 5007, 200 "H" Street, Antioch, California 94531-5007. Late bids will be returned unopened. **No late bids will be accepted.**

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit, in an amount equal to at least ten percent (10%) of the Bidder's Total Bid Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance.

The City intends to award the Contract to the lowest responsive, responsible Bidder based on the Total Bid Price. The City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

DIVISION "A"
DESCRIPTION OF PROJECT

SECTION A:

A-1. BID OPENING AND AWARD

Sealed proposals will be received by the Office of the City Clerk, City Hall, located at 200 "H" Street, Antioch, California, until 2:00 p.m., on June 3, 2014, publicly opened and read in the City Council Chambers located at 200 "H" Street at 2:00 p.m., on June 3, 2014.

Award of the contract, if it is to be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements described. Such award, if made, will be made at a meeting of the Antioch City Council within sixty (60) days after the opening of the proposal.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL PROPOSALS

A-2. DESCRIPTION OF WORK

- a. Work to be Performed: The work shall generally consist of installing sanitary sewer facilities in the areas shown on the plans.

Additional work shall include, but not be limited to, surface restoration, traffic control, water pollution control and all other work shown on the plans, specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

- b. Location: East 19th Street, Acacia Avenue, Birch Avenue, Chestnut Avenue, Deodar Avenue, Evergreen Avenue and Belshaw Street in the City of Antioch.

A-3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract Documents for this project are comprised of the following:

- a. Agreement
- b. Notice Inviting Bids
- c. Description of Project
- d. General Conditions
- e. Special Provisions
- f. Construction Details
- g. Contract Plans
- h. Performance Bond
- i. Payment bond
- j. Bid Forms
- k. Addenda (if any)

Title: Sanitary Sewer Main Replacement at
 Various Locations in Antioch, CA
 (P.W. 632-2)

Bids to be received by 2:00 p.m.
 June 3, 2014
 Office of the City Clerk,
 City Hall, Antioch, CA

SCHEDULE OF BID PRICES

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price	\$ 55,000.00	\$ 55,000.00
2.	LS	1	Water pollution control, complete in place for the lump sum price	\$ 250,000.00	\$ 250,000.00
3.	LS	1	Traffic control, complete in place for the lump sum price	\$ 10,000.00	\$ 10,000.00
4.	LF	6,240	New 8-inch vitrified clay sanitary sewer main, complete in place for the unit price per lineal foot	\$	\$
5.	EA	208	New 4-inch vitrified clay sanitary sewer lateral, complete in place for the unit price per each	\$ 1,200.00	\$ 249,600.00
6.	EA	208	New sanitary sewer lateral cleanout, complete in place for the unit price per each	\$ 500.00	\$ 104,000.00
7.	EA	6	New vitrified clay rodding inlet, complete in place for the unit price per each	\$ 3,500.00	\$ 21,000.00
8.	EA	10	New 48-inch sanitary sewer manhole, complete in place for the unit price per each	\$ 5,000.00	\$ 50,000.00
9.	EA	5	Removal of existing sanitary sewer manhole, complete in place for the unit price per each	\$ 1,000.00	\$ 5,000.00
10.	EA	5	Utility crossing modification, complete in place for the unit price per each	\$ 5,000.00	\$ 50,000.00
11.	LS	1	Thermoplastic Traffic Stripes, Pavement Markers and Pavement Markings, complete in place for the lump sum price	\$ 5,000.00	\$ 5,000.00
TOTAL BID PRICE				\$ 1,617,800.00	

TOTAL BID PRICE: One Million Six Hundred Seventy Seven Thousand Eight Hundred Twenty
 (Written in Words)

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

Signature of Bidder

Company Name Printed

ATTACHMENT "D"

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

- . Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.
- . When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.
- . In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."
- . When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.
- . When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.
- . When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- . The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.
- . The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.
- . No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

2-1.04 (BLANK)

2-1.05 PROPOSAL FORMS

- . The Department will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid will be rejected.

- The proposal form is bound together with the contract in a book entitled "Proposal and Contract." The proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.

- The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

- All proposal forms other than for "District Opening" projects shall be obtained from the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, Sacramento, California 95814, or as otherwise designated in the "Notice to Contractor."

- Proposals for "District Opening" projects shall be made on forms obtained from the District Director of Transportation in whose district the work is to be performed, but in all other respects the provisions in this Section 2-1.05 shall apply.

2-1.054 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

- Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

- A sheet for listing the subcontractors, as required herein, is included in the "Proposal and Contract" book.

2-1.056 STATE EMPLOYEES AND DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACT

- No employee of the State shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the Department.

- No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

2-1.06 REJECTION OF PROPOSALS

- Proposals may be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

- When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership,

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

a "Power of Attorney" must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

2-1.07 PROPOSAL GUARANTY

. All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the Director of Transportation.

. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.

. The bidder's bond shall conform to the bond form in the book entitled "Proposal and Contract" for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.08 WITHDRAWAL OF PROPOSALS

. Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the Department. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

2-1.09 PUBLIC OPENING OF PROPOSALS

. Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors." Bidders or their authorized agents are invited to be present.

2-1.095 RELIEF OF BIDDERS

. Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the Department written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-1.10 DISQUALIFICATION OF BIDDERS

. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which that individual, firm, partnership, corporation or combination thereof is interested. If there is

ATTACHMENT "E"

are designated as Legal Holidays under the Contract: January 1st; the third Monday in January; February 12th; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; the Friday after Thanksgiving Day; December 24th and December 25th. When a designated Legal Holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be a designated Legal Holiday. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

1-1.26 Liquidated Damages. – The definition contained in Section 1-1.26, "Liquidated Damages," of the Standard Specifications is hereby deleted and replaced with the following: The amount prescribed in the Contract Documents to be paid by one of the parties to the other as set forth in the Contract. Liquidated damages shall be paid to the City or shall be deducted from any payments due or to become due the Contractor for each calendar day's delay in fully and finally completing the whole or any specified portion of the work beyond the time allowed in the Contract Documents.

1-1.31 Proposal. – The definition contained in Section 1-1.31, "Proposal," of the Standard Specifications is hereby deleted and replaced with the following: The offer of the Bidder for the work when made out and submitted on the prescribed Proposal Forms, properly signed and guaranteed. Except as provided by Public Contract Code Section 5100 et seq., the submission of Bidder's Proposal shall constitute an irrevocable offer by Bidder, and the Bidder may not withdraw its offer at any time during City's consideration of the received Proposals.

1-1.312 Unbalanced Bid. – A bid containing a combination of lump sum and unit price Contract Items where individual Contract Items contained in the bid do not reflect reasonable actual direct costs plus a reasonable proportionate share of the Bidder's anticipated indirect costs and profit.

1-1.322 Schedule of Bids. – A listing by the Contractor of its bid prices for all Contract Items. The Schedule of Bids shall be submitted by the Contractor as one of the Proposal Forms. In the Schedule of Bids, Contractor shall indicate its Total Bid Price, which is to be the sum of its bid prices of all lump sum Contract Items plus the sum of the products of the quantities shown in the Schedule of Prices for unit price Contract Items times the Contractor's unit prices for those items. Contractor shall indicate its Total Bid Price in written and numeric form.

1-1.335 Request For Information ("RFI"). – A written request prepared by the Contractor seeking interpretation or clarification of the Contract Documents.

1-1.372 Addenda. – Written revisions designated by specific addendum number to any of the Contract Documents issued by the City before bid opening.

1-1.38 Specifications. – The definition contained in Section 1-1.38, "Specifications," of the Standard Specifications is hereby deleted and replaced with the following: "Specifications" shall mean: The directions, provisions and requirements contained in the Contract Documents.

1-1.385 Standard Specifications. – The 2006 edition of the Standard Specifications of the California Department of Transportation.

1-1.39 State. – All references in the Standard Specifications to the "State" shall be interpreted to refer to the City of Antioch or its corresponding agency, office, or officer acting under this Contract. References to state law shall still refer to the applicable provisions of the laws of the

INSTRUCTIONS TO BIDDERS

A. Bidders are directed to submit firm unit and lump sum prices for all work set forth in the Contract Documents on the following form entitled "Schedule of Bid Prices" ("Schedule").

Unit prices, lump sum prices and extended amounts must be entered in the appropriate spaces provided in the Schedule. Unit prices shall be multiplied by the Quantities shown, and the total shall be inserted in the EXTENDED AMOUNT column. In the event of any error or discrepancy between the Unit Price and the calculated EXTENDED AMOUNT, the Unit Price shall govern.

The amounts shown in the EXTENDED AMOUNT column must be added together in arriving at the Total Bid Price, including any Bid Options amount (if applicable). Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected total in its bid evaluation.

Amounts for Allowance bid items must be entered in the exact amount in the EXTENDED AMOUNT column.

The prices included within the Schedule of Bid Prices include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

B. The Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the work, including the Base Bid and any Bid Options. The contract shall be awarded on the basis of the Total Bid Price.

1.02 BID PRICES

A. The Contractor's bid prices provided on a unit price basis shall remain firm and shall not be subject to adjustment, unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than 25% from the estimated quantity indicated for such item.

1.03 UNBALANCED BIDS

All prices provided for each bid item shall be inclusive of all direct costs of the covered work (including all direct costs of subcontractors and suppliers), plus a proportionate share of the costs for general requirements, overhead, insurance, applicable taxes, and any other indirect costs and profit.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit to each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of work under a bid item. The City makes no representation that any work under a bid item will be performed during the course of the Project or that the work will be performed at the quantities indicated in the Schedule of Bid Prices. Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items and each Bidder acts at its peril if its bid is unbalanced.

ATTACHMENT "F"

Buenting, Scott

From: Jon Gudjohnsen [jgudjohnsen@californiatrenchless.com]
Sent: Tuesday, June 10, 2014 3:23 PM
To: Buenting, Scott; mjardin@californiatrenchless.com
Cc: casbury@californiatrenchless.com; kminerva@californiatrenchless.com; gescobedo@californiatrenchless.com
Subject: RE: Sanitary Sewer Main Replacement PW 632-2

Scott

California Trenchless Inc. (CTI) is disappointed to receive the City's Position on this bid discrepancy. CTI has been bidding the City of Antioch's projects for over a decade without a bidding discrepancy and are dismayed at the inferred reason for the rejection of our bid. CTI is a Certified Small Business and our receptionist Graciela Escobedo filled out the bid form. If the City of Antioch suspects any subterfuge on the part of CTI, the City is welcome to interview any and all CTI employees involved in the bidding process. This was nothing more than an honest mistake.

CTI requests the City of Antioch reconsider its position in this matter and award this project to CTI.

Jon Gudjohnsen
Senior Project Manager
California Trenchless Inc.
11875 Dublin Blvd, Suite C240
Dublin, CA 94568
Phone: (925) 361-7046
Fax: (510) 266-1543

From: Buenting, Scott [mailto:SBuenting@ci.antioch.ca.us]
Sent: Monday, June 09, 2014 11:19 AM
To: 'Jon Gudjohnsen'; mjardin@californiatrenchless.com
Cc: casbury@californiatrenchless.com; kminerva@californiatrenchless.com; gescobedo@californiatrenchless.com
Subject: RE: Sanitary Sewer Main Replacement PW 632-2

Jon/Michael,

As we have discussed, City Staff will be recommending that the City Council reject the bid from California Trenchless Inc. for the Sanitary Sewer Main Replacement at Various Locations project at the June 24th City Council meeting based on the incompleteness of the bid forms. The omissions of unit and extended prices for bid item #4 and the discrepancy in the unit and extended prices for bid item #10 within the Schedule of Bid Prices provides the bidder the ability to claim a clerical mistake that would have allowed the bid to be withdrawn, after the bid opening and seeing all of the other bids, without forfeiting the bid bond. This then creates an unfairness to the other bidders. Feel free to contact me if you have any questions.

Scott Buenting, P.E.
Associate Engineer
City of Antioch
Public Works Department
Capital Improvements Division
Phone (925) 779-6129
Fax (925) 779-7062

City Offices will be closed every Friday.
We thank you for your understanding.

From: Jon Gudjohnsen [<mailto:jgudjohnsen@californiatrenchless.com>]

Sent: Friday, June 06, 2014 4:48 PM

To: Buenting, Scott

Cc: mjardin@californiatrenchless.com; casbury@californiatrenchless.com; kminerva@californiatrenchless.com; gescobedo@californiatrenchless.com

Subject: Sanitary Sewer Main Replacement PW 632-2

Scott

Please find attached CTI letter dated 6/6/14 regarding the above subject.

Please give me a call at your earliest convenience when you have had time for review.

Jon Gudjohnsen
Senior Project Manager
California Trenchless Inc.
11875 Dublin Blvd, Suite C240
Dublin, CA 94568
Phone: (925) 361-7046
Fax: (510) 266-1543

ATTACHMENT "G"



California Trenchless, Inc.
Attn: Mr. Michael Jardin
11875 Dublin Blvd., Suite C-240
Dublin, CA 94568

June 11, 2014

Re: Sanitary Sewer Main Replacement at Various Locations, P.W. 632-2

Dear Mr. Jardin:

The City is in receipt of California Trenchless, Inc.'s (CTI) letter of explanation dated June 6, 2014 as well as the follow up email dated June 10, 2014 regarding the irregularities found within bid forms submitted by CTI for the above referenced project. The City is not implying that CTI made intentional mistakes when completing the Schedule of Bid Prices for this project. However, these mistakes do provide the ability for a bidder to withdraw a bid, without penalty, due to clerical errors made within the bid forms. This situation presents an advantage in the competitive bidding procedure and unfairness to the other bidders. In accordance with State Law and the City of Antioch's contract documents, the City must provide a fair and level bidding environment.

The project General Conditions (State of California, Department of Transportation, Standard Specification dated 2006) Section 2.105 states that the proposal shall set forth unit prices and totals in the respective spaces provided. Section 2-1.06 of the project General Conditions states that a proposal may be rejected if they contain incomplete bids. The project Special Provisions, Section 1-1.322 states that the total bid price shall be the sum of its bid prices for all of the items. The Instruction to Bidders contained within the project bid forms states that bidders are directed to submit firm unit and lump sum prices for all work on the Schedule of Bid Prices and that the total bid price shall be the sum of the amounts bid for each portion of the work.

Consideration of the bids for the Sanitary Sewer Main Replacement at Various Locations project will be presented at the City Council meeting to be held on June 24, 2014 at the Council Chambers located at 200 'H' Street. Staff will be recommending that the bid submitted by CTI be considered incomplete and non-responsive and be rejected. In addition, Staff will be recommending that this contract be awarded to RGW Construction, Inc. in the amount of \$1,787,300. A copy of the staff report containing these recommendations can be found within the June 24, 2014 City Council meeting agenda, located on our website at www.ci.antioch.ca.us/citygov/agendas/default.asp.

Feel free to contact me if you have any questions.

Sincerely,

Scott Buenting
Associate Engineer

C: Lynn Tracy Nerland, City Attorney
Ron Bernal, Director of Public Works/City Engineer
Lynne B. Filson, Assistant City Engineer

ATTACHMENT "H"



RGW Construction, Inc.
Attn: Mr. William S. Stewart
550 Greenville Road
Livermore, CA 94550-9235

June 12, 2014

Re: Sanitary Sewer Main Replacement at Various Locations, P.W. 632-2

Dear Mr. Stewart:

The City is in receipt of RGW Construction, Inc.'s (RGW) protest, dated June 5, 2014, of the bid submitted by California Trenchless, Inc. (CTI) for the above referenced project. The City was aware of the irregularities within the bid documents provided by CTI prior to receiving RGW's protest. The City is not implying that CTI made intentional mistakes when completing the Schedule of Bid Prices for this project. However, these mistakes do provide the ability for a bidder to withdraw a bid, without penalty, due to clerical errors made within the bid forms. This situation presents an advantage in the competitive bidding procedure and unfairness to the other bidders. In accordance with State Law and the City of Antioch's contract documents, the City must provide a fair and level bidding environment.

The project General Conditions (State of California, Department of Transportation, Standard Specification dated 2006) Section 2.105 states that the proposal shall set forth unit prices and totals in the respective spaces provided. Section 2-1.06 of the project General Conditions states that a proposal may be rejected if they contain incomplete bids. The project Special Provisions, Section 1-1.322 states that the total bid price shall be the sum of its bid prices for all of the items. The Instruction to Bidders contained within the project bid forms states that bidders are directed to submit firm unit and lump sum prices for all work on the Schedule of Bid Prices and that the total bid price shall be the sum of the amounts bid for each portion of the work.

Staff will be recommending that the City Council deem CTI a non-responsive bidder and reject their bid for this project. Staff will also be recommending the City Council award this contract to RGW Construction, Inc. in the amount of \$1,787,300. These recommendations will be presented at the City Council meeting on June 22, 2014, to be held at the Council Chambers located at 200 'H' Street. A copy of the staff report containing these recommendations can be found within the June 24, 2014 City Council meeting agenda located on our website at www.ci.antioch.ca.us/citygov/agendas/default.asp.

Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Buening".

Scott Buening
Associate Engineer

C: Lynn Tracy Nerland, City Attorney
Ron Bernal, Director of Public Works/City Engineer
Lynne B. Filson, Assistant City Engineer

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division 

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

DATE: June 12, 2014

SUBJECT: Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations (2014-2015) (P.W. 507-15)

RECOMMENDATION

It is recommended that the City Council award the Curb, Gutter, and Sidewalk Repair contract to the low bidder, Anchor Concrete Construction, Inc. in the amount of \$297,850 with an option to extend the contract two additional, one-year terms and amend the Capital Improvement Budget for an additional \$50,000 per contract year for related work, design, engineering and inspection.

BACKGROUND INFORMATION

The City's current Curb, Gutter, and Sidewalk Repair contract expires on June 30, 2014. On June 3, 2014, three bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Anchor Concrete Construction, Inc., of Antioch in the amount of \$297,850. The bids have been checked and found to be without any errors or omissions.

This project will consist of removing and replacing existing uneven, damaged and/or deteriorated concrete curb, gutter, sidewalk, driveway and valley gutter sections and other miscellaneous concrete work, including the installation of texture colored concrete, constructing concrete curb ramps and modifying existing storm drain catch basins. Tree removal, stump grinding and root pruning will also be performed on an as needed basis.

FINANCIAL IMPACT

The 2014-2015 Capital Improvement Budget includes \$300,000 for this project funded from the Water Enterprise, Sewer Enterprise and Gas Tax funds. The additional \$50,000 being requested will be funded from these sources as well.

OPTIONS

None considered at this time.

ATTACHMENTS

A: Tabulation of Bids

SB:lm

6-24-14

ATTACHMENT "A"

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2014-2015
(P.W. 507-15)

BIDS OPENED: June 3, 2014 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Anchor Concrete Construction, Inc. Antioch	JD Partners Concrete Pleasanton	JJR Construction, Inc. San Mateo	
TOTAL BID PRICE	\$280,000.00	\$297,850.00	\$331,500.00	\$423,800.00	

Anchor Concrete Construction, Inc. <u>Tree Removal</u> <u>Professional Tree Care</u> <u>Trucking</u> <u>All City Trucking</u> <u>Offhaul & Removal</u> <u>Bay Area Backhoe</u> <u>Traffic Control</u> <u>Bay Area Traffic Solutions</u> <u>Saw Cutting</u> <u>Bayline</u>	JD Partners Concrete <u>None</u>	JJR Construction, Inc. <u>Tree Removal</u> <u>Professional Tree Care</u>	
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**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF JUNE 24, 2014**

FROM: Lynn Tracy Nerland, City Attorney 

DATE: June 17, 2014

SUBJECT: Water Treatment Plant litigation: Settlement Agreement and Releases

RECOMMENDED ACTION:

Motion to approve the Settlement Agreement and Releases with Black & Veatch (B&V), F. D. Deskins Company, Inc. (Deskins), TW Associates (TWA) dba MISCOWater and related insurance companies within the authority previously given to the City Attorney in closed session (Attachment A).

BACKGROUND:

The City engaged B&V to provide engineering services for the Solids Handling Facilities and Plant B Expansion Project at the Water Treatment Plan in 2004. In 2006, the City and Deskins entered into a purchase order for Deskins to provide the Deskins Quick-Dry™ Dewatering Process and related services for the Plant. TWA/MISCO served as Deskins' manufacturing representative for the Deskins Dewatering System.

Disputes arose among the parties resulting in the City filing a lawsuit in Contra Costa Superior Court. Cross-claims were filed among the parties. In turn, Deskins' insurance company filed a declaratory relief action against Deskins and the City requesting a court in Indiana to determine the insurance coverage issues. Following a mediation, the parties reached tentative settlement terms.

FISCAL IMPACT:

The City shall be paid a total of \$1,200,000 as set forth in the Settlement Agreement, minus 1/3 of the amount paid by the insurance companies pursuant to a contingency fee arrangement with Indiana counsel. The remaining approximately \$1,100,000 shall be deposited in the City's water fund.

OPTIONS:

No options are presented because the action is consistent with the direction provided in closed session.

ATTACHMENTS

A. Settlement Agreement and Releases

SETTLEMENT AGREEMENT AND RELEASES

The parties to this Settlement Agreement and Releases (“Agreement”) are the **City of Antioch (“City”), Black & Veatch Corporation (“B&V”), F. D. Deskins, Company, Inc. (“Deskins”), TW Associates, dba MISCOWater (“TWA”), The Cincinnati Specialty Underwriters Insurance Company (“CSU”), and State Farm Fire and Casualty Company (“State Farm”).** City, B&V, Deskins, TWA, Cincinnati and State Farm are referred to collectively as the “Parties.”

1. **OVERVIEW:** This Agreement is made with reference to the following facts:

1.1 The City engaged B&V to provide engineering and design services for the project known as the City of Antioch Solids Handling Facilities and Plant B Expansion Project (“Project”), located in Antioch, California, pursuant to a July 13, 2004, Agreement for Engineering Services (“B&V Engineering Agreement”). The solids handling facilities portion of the project (“Solids Handling Project”) was the subject of the Litigation, as defined below.

1.2 On or about January 30, 2006, the City and Deskins entered into a Purchase Order for Deskins to provide the Deskins Quick-Dry™ Dewatering Process and related services (“Deskins Dewatering System”) for installation into the Solids Handling Project (“City-Deskins Purchase Order”).

1.3 TWA served as Deskins’ manufacturing representative for the Deskins Dewatering System.

1.4 Thereafter, disputes arose between and among the City, B&V, Deskins, and TWA resulting in the City’s filing of an action entitled, City of Antioch v. Black & Veatch Corporation, F. D. Deskins Company, Inc., TW Associates, dba

MISCOwater, et al., Contra Costa County Superior Court, Case No. C13-00227, commenced on January 23, 2013 (the “City Action”). Cross-actions in that case were subsequently filed including Black & Veatch Corporation v. F. D. Deskins Company, Inc., TW Associates, dba MISCOwater (the “B&V Cross-Action”); and Deskins’ separate cross-actions entitled F.D. Deskins Company, Inc. v. Black & Veatch Corporation and F.D. Deskins Company, Inc. v. City of Antioch (the “Deskins Cross-Actions”). The City Action, B&V Cross-Action, and the Deskins Cross-Actions are collectively referred to as the “Litigation.” The City, B&V, Deskins, and TWA deny the respective allegations or affirmative defenses asserted against them in the Litigation.

1.5 Thereafter, Deskins tendered the defense and indemnification of Deskins in the Litigation to CSU and State Farm, for the claims and cross-actions asserted against it in the Litigation. CSU filed declaratory relief action against Deskins and the City, requesting a court in Indiana to determine the coverage issues (Hamilton County Circuit Court, Cause No. 29C01-1306-CT-5111; the “Indiana Action”). The City filed a counterclaim against CSU and a Third Party Complaint against State Farm, each seeking a declaratory judgment in the Indiana Action as to coverage under the Deskins policies. State Farm filed a Cross Claim for Declaratory Relief in the Indiana Action.

1.6 By this Agreement, and except as provided otherwise herein, the Parties intend to settle, resolve, and fully dispose of any and all of the Parties' claims, counterclaims, demands, and causes of action against each other arising out of, connected with or incidental to the Solids Handling Project, the B&V Engineering Agreement as it relates to the Solids Handling Project, the City-Deskins Purchase Order, and the Deskins Dewatering System, including, without limitation, any and all claims, counterclaims, demands and causes of action asserted in the Litigation and the Indiana Action, or that could be asserted in the

Litigation or the Indiana Action, as between and among the City, B&V, Deskins, TWA, CSU, and State Farm (collectively, the “Claims”).

2. **CONSIDERATION:**

2.1 For a final resolution of the Claims, the City shall be paid a total of One Million Two Hundred Thousand Dollars (\$1,200,000) in the form of the Settlement Payments, defined below. The Settlement Payments by B&V, Deskins and TWA shall be made payable to the “City of Antioch” and delivered to the City’s California legal counsel, Lozano Smith, no later than forty-five (45) calendar days from the date the City Council of the City of Antioch (the “City Council”) approves this Agreement (the “City Council Approval Date”), except the portion of the Deskins Personal Settlement Payment as described below. The Settlement Payments by CSU and State Farm shall be made payable to “PSRB LLP as attorneys for the City of Antioch” and delivered to the City’s Indiana legal counsel, Plews Shadley Racher & Braun, LLP, no later than forty-five (45) days from the City Council Approval Date.

2.1.1 B&V will pay the City the total amount of Eight Hundred Thousand Dollars (\$800,000) (the “B&V Settlement Payment”).

2.1.2 On behalf of Deskins, a compiled package will be paid to the City for the total amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) (the “Deskins Settlement Payment”) payable as follows:

(a) Either Deskins or Mr. F. David Deskins (CEO and Founder of Deskins) will pay the City the sum of Twenty-Five Thousand Dollars (\$25,000) in two installments: (1) \$10,000 within forty-five (45) calendar days from the City Council Approval Date, and (2) \$15,000 within ninety (90) calendar days from the City Council Approval Date (the “Deskins Personal Settlement Payment”); and

(b) On behalf of Deskins, State Farm and CSU will pay the City the total amount of Three Hundred Thousand Dollars (\$300,000) (the “Deskins Insurers Settlement Payment”) as follows:

(1) State Farm will pay the City the sum of Two Hundred and Fifty Thousand Dollars (\$250,000);

(2) CSU will pay the City the sum of Fifty Thousand Dollars (\$50,000).

2.1.3 TWA will pay the City the total amount of Seventy-Five Thousand Dollars (\$75,000) (the “TWA Settlement Payment”).

2.2 The B&V Settlement Payment, the Deskins Settlement Payment, the Deskins Insurers Settlement Payment, and the TWA Settlement Payment shall be referred to collectively as the “Settlement Payments.”

2.3 Within five (5) business days of the Parties receiving the fully executed Agreement and the City’s receipt of the Settlement Payments as set forth above, the Parties will execute and file their respective Dismissals, with prejudice, of the Litigation and the Indiana Action.

2.3.1 This Agreement's effectiveness is conditioned upon the Settlement Payments being received by the City pursuant to Section 2.1, above, the Parties filing their respective Dismissals (with prejudice) pursuant to Section 2.3, above, and the City Council’s approval of this Agreement.

2.3.2 Subject to the conditions set forth above in Articles 2.1 through 2.3, inclusive, each Party hereby consents to the dismissal, with prejudice, of their respective actions and cross-actions, as the case may be, in the Litigation and the Indiana Action, *except that* the City’s consent is conditioned upon the

Settlement Payments being received by the City pursuant to Section 2.1, above, and the City Council's approval of the Parties' settlement.

2.4 The Parties agree that this Agreement effects the settlement of the Claims, and that nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind whatsoever to any other party. The Parties deny any and all liability in connection with any and all Claims, and further intend hereby solely to avoid litigation and buy their peace.

2.5 The Parties agree to bear their own attorneys' fees, litigation expenses, and costs associated with the Solids Handling Project, the B&V Engineering Agreement as it relates to the Solids Handling Project, the City-Deskins Purchase Order, the Deskins Dewatering System, the Litigation, and the Indiana Action.

3. **MUTUAL RELEASES:**

In consideration of the fulfillment of the terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the Parties promise, agree, and release as follows:

3.1 **City Release.** Except as to such rights or claims as may be created by this Agreement, the City hereby releases and discharges B&V, Deskins, TWA, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, counterclaims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, patent, known or unknown,

(SR136655.DOC)

SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.2 **B&V Release.** Except as to such rights of claims as may be created by this Agreement, B&V hereby releases and discharges the City, Deskins, TWA, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.3 **Deskins Release.** Except as to such rights of claims as may be created by this Agreement, Deskins hereby releases and discharges the City, B&V, TWA, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.4 **TWA Release.** Except as to such rights of claims as may be created by this Agreement, TWA hereby releases and discharges the City, B&V,

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SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

Deskins, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.5 **CSU Release.** Except as to such rights of claims as may be created by this Agreement, CSU hereby releases and discharges the City, B&V, Deskins, TWA, State Farm and their respective agents, employees, representatives, predecessors, successors, assigns, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.6 **State Farm Release.** Except as to such rights of claims as may be created by this Agreement, State Farm hereby releases and discharges the City, B&V, Deskins, TWA, CSU and their respective agents, employees, representatives, predecessors, successors, assigns, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes,

extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.7 **Reservation of Rights.**

3.7.1 The City's waiver and release in Paragraph 3.1 shall not extend to, and shall not include, any claims arising out of or relating to unknown latent deficiencies that may exist with respect solely and exclusively to the Project or work other than the Solids Handling Project including, but not limited to, the Plant B Expansion portion of the Project ("Expansion Project"). This reservation of any claims arising out of or relating to unknown latent deficiencies does not apply to any component of the Solids Handling Project including, without limitation, the Deskins Dewatering System.

3.7.2 The City represents and warrants that as of the Effective Date of the Agreement, the City is not aware of any patent or latent deficiency within the Expansion Project, and is not aware of any facts or circumstances that reasonably indicate that a patent or latent deficiency may exist.

3.8 The Parties specifically and expressly waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3.9 The Parties understand and acknowledge the significance and consequence of this specific waiver of the provisions of Section 1542 and hereby assume full responsibility for any damage, loss, or liability that they may hereafter incur by reason of such waiver.

4. **TOLLING AGREEMENTS.**

4.1 The City, B&V, and Deskins acknowledge and agree that the Tolling Agreements executed by and between the City and B&V, effective June 4, 2008, on the one hand, and by and between the City and Deskins, effective October 10, 2011, on the other hand, related solely and exclusively to the Deskins Dewatering System only. The City-B&V and City-Deskins Tolling Agreements will be deemed to have been terminated *ab initio*, as if they never existed.

4.2 B&V and Deskins acknowledge and agree that the Tolling Agreement executed by and between B&V and Deskins, effective October 10, 2011, related solely and exclusively with respect to the Deskins Dewatering System only. The B&V-Deskins Tolling Agreement will be deemed to have been terminated *ab initio*, as if it never existed.

5. **REPRESENTATIONS AND WARRANTIES:** Each of the Parties to this Agreement represents and warrants to, and agrees with, each other party hereto, as follows:

5.1 Each party has been represented by legal counsel of its choosing, has received independent legal advice from its legal counsel with respect to the advisability of making the settlement provided for in this Agreement, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code, Section 1542.

5.2 Each of the Parties represents that it has the authority to enter into this Agreement.

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SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

5.3 This Agreement is integrated and contains the entire agreement and understanding concerning the subject matter between the Parties, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement. Each party expressly does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or in making the settlement provided for in this Agreement, except as expressly stated in this Agreement.

5.4 Each of the Parties to this Agreement has made an extensive independent investigation of the facts pertaining to the provisions of this Agreement, and of all the matters pertaining thereto, as it deems necessary.

5.5 No party has assigned, transferred, hypothecated, or granted, or purported to assign, transfer, hypothecate, or grant, any of the claims, demands, causes of action or rights of appeal disposed of or assigned by this Agreement or its exhibits except as provided herein.

5.6 Each term of this Agreement is contractual and not merely a recital.

5.7 Each party is aware that it may hereafter discover claims, defenses, or facts in addition to or different from those it now knows or believes to be true with respect to the matters related to the Claims or this Agreement. By executing this Agreement, the Parties intend to fully, finally, and forever settle such matters, and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature relative to the Claims, which do exist, may exist, or heretofore have existed between them;

except as described in Section 3.7 above. In furtherance of the Parties' intent, the releases given herein will be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims, defenses, or facts relative to the Claims; *except* as described in Section 3.7 above.

6. **MISCELLANEOUS:**

6.1 **Approval.** This Agreement is subject to and conditioned on the City Council approving the terms of this Agreement. The City represents that the City Council tentatively approved the general terms of this settlement on May 13, 2014, conditioned on City approval of a final settlement agreement.

6.2 **Admissible Evidence.** Subject to the City Council's approval of the terms of the settlement, this Agreement is binding and enforceable. Pursuant to California, Evidence Code, Section 1123, this Agreement is an admissible document to prove the Parties' settlement agreement.

6.3 **Confidentiality of Settlement.** All Parties will keep confidential this Agreement and the settlement terms and conditions, with the exception of the City which is a public agency bound by legal requirements regarding public records and actions. Notwithstanding this duty of confidentiality, a Party may disclose in the following circumstances:

6.3.1 A Party may disclose this Agreement, or a settlement term or condition, to the extent required by law.

6.3.2 A Party may disclose this Agreement, or a settlement term or condition, to agents, consultants and independent contractors if reasonably necessary for them to perform their services for the Party.

6. 3. 3 A Party may acknowledge the existence of this Agreement in response to an inquiry by a third party, but may not reveal its terms and conditions, with the exception of the City as described above.

6. 3. 4 A Party may disclose this Agreement's terms and conditions to the extent necessary to enforce the Agreement.

6. 3. 5 CSU and State Farm may disclose the Agreement's terms and conditions to their underwriters, actuaries, auditors, claims persons or other employees and also to their brokers, agents, parent companies, subsidiaries, and/or sibling companies to the extent necessary for determining future coverage, whether to insure or renew insurance, premium pricing, bonuses, profits, cost ratios, or dividends.

6. 3. 6 If a Party is submitting a proposal or other request for a contract with the City, such Party must disclose this Agreement, and the settlement terms and conditions, to the City.

6. 4 **Non-Disparagement.** Each Party will refrain from taking formal action to make public disparaging remarks to third parties regarding the other Parties' design, construction, performance, acts, or omissions regarding the Solids Handling Project. Each Party also agrees not to issue a press release regarding the Solids Handling Project or this Agreement. The City Attorney will instruct City staff for two years from the City Council Approval Date to refer inquiries about the Solids Handling Project to the City Attorney, and the City Attorney shall only indicate in response to such inquiries that the Litigation is resolved and the City is not using the Solids Handling Project or the patented Deskins process.

However, the limitations in the preceding paragraph do not apply to the following potential remarks about the design, construction or performance of the Solids Handling Project:

6. 4. 1 A Party may remark to agents, consultants and independent contractors if reasonably necessary for them to perform their services for the Party.

6. 4. 2 A Party may remark to a client if reasonably necessary for the Party to perform its services for the client.

6. 4. 3 A Party may remark to the extent required by law.

6. 4. 4 The City may remark as may be necessary for its normal operation, including but not limited to the following:

- (a) Preparation and issuance of normal and customary staff reports.
- (b) Discussions during public portions of City Council meetings.

6. 5 **Cooperation.** The Parties agree to perform all acts and execute and deliver all documents that may reasonably be necessary to carry out the provisions of this Agreement.

6. 6 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, except it does not supersede the B&V Engineering Agreement as to the portions of the Project other than the Solids Handling Project. This Agreement may be amended only by an agreement executed in writing by all affected Parties.

6.7 **Voluntarily Executed.** This Agreement is being entered into and executed by the Parties voluntarily.

6.8 **No Waiver.** The waiver of any term, condition or covenant by any party, or breach thereof, shall not constitute a waiver with respect to that term at any future time or with respect to any other term, condition or covenant, or breach thereof, except as otherwise provided in this Agreement.

6.9 **Severability.** Should any part, term, or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with any laws of the State of California or the United States, or otherwise be rendered unenforceable, or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and will not be effected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the agreement that the Parties hereto intended to enter into in the first instance.

6.10 **No Adverse Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among each party and their respective attorneys. The Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or the other and should be construed accordingly.

6.11 **Governing Law.** In the event of litigation relating to this Agreement, California law shall govern this Agreement. Notwithstanding the foregoing sentence, litigation involving this Agreement that also relates to (1) the insurance coverage issues that were, or could have been raised by Deskins, the City, CSU and/or State Farm in the Indiana Action, (2) the Deskins Insurers Settlement Payment, or (3) the releases provided by and between the City and Deskins on one hand and CSU and State Farm on the other, shall be governed by Indiana law.

6.12 **Effective Date of Agreement.** This Agreement, consisting of 16 pages, is made and entered into on and as of the last date executed herein, which will be the Agreement's Effective Date.

6.13 **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute the entire Agreement. Each party may sign this document and transmit its signature by means of facsimile or .pdf sent by electronic mail, which signature shall be binding for all purposes.

(Signatures on following two (2) pages.)

DATED: June __, 2014

CITY OF ANTIOCH

By _____
(Signature)

(Print Name)

Title: _____

DATED: June __, 2014

BLACK & VEATCH CORPORATION

By: _____
DONALD R. STEVENS
Executive Vice President

DATED: June __, 2014

F. D. DESKINS COMPANY, INC.

By _____
DAVID DESKINS

Title: _____

DATED: June __, 2014

TW ASSOCIATES, dba MISCOWATER

By _____
(Signature)

(Print Name)

Title: _____

DATED: June __, 2014

**CINCINNATI SPECIALTY
UNDERWRITERS INSURANCE
COMPANY**

By _____
(Signature)

(Print Name)

Title: _____

DATED: June __, 2014

**STATE FARM FIRE AND CASUALTY
COMPANY**

By _____
(Signature)

(Print Name)

Title: _____

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014**

Prepared by: Ken Warren, Assistant Engineer

Reviewed by: Lynne Filson, Assistant City Engineer *LF*

Approved by: Ron Bernal, Director of Public Works/City Engineer *RB*

Date: June 9, 2014

Subject: Resolution Accepting Completed Improvements and Authorizing a Fiscal Year 2013-14 Park-in-Lieu Budget Amendment to Fund Final Payment for Nelson Ranch Park in Nelson Ranch Subdivision 6893 (Standard Pacific Homes) (PW 547-P)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution accepting the completed improvements and authorizing a fiscal year 2013-14 Park-in-Lieu budget amendment to fund final payment for Nelson Ranch Park in Nelson Ranch Subdivision 6893.

BACKGROUND INFORMATION

Nelson Ranch Park is a 5.4-acre neighborhood park featuring a linear design that stretches along the south side of Wild Horse Road from Ridgeline Drive to just east of Le Conte Circle. South of the park is KB Homes' Viera Ranch II, Phase III residential subdivision and the Contra Costa Water District Canal corporate yard. North of the park site is the 369-lot Nelson Ranch Subdivision which is being built by Standard Pacific Homes. A Vicinity Map is provided as Attachment "A".

Nelson Ranch Park was originally shown in the center of the 1988 Nelson Ranch Final Development Plan and Tentative Map, with an option to allow lots to be created on the park site in the event an alternative site was chosen. On November 26, 2002 the City Council approved relocating the park to the open space parcel on the south side of Wild Horse Road as part of extending the project Development Agreement (Resolution No. 2002/174). Council's choice of the alternative park site resulted in the new park location and a \$1.5 million payment from the developer.

The Parks & Recreation Commission (PRC) and Planning Commission recommended approval of the Nelson Ranch Park Master Plan on December 11, 2003 and November 3, 2004 (Resolution No. 2004/54), respectively. On December 14, 2004 the City Council adopted Resolution No. 2004/153 approving the Nelson Ranch Park Master Plan as recommended by the PRC and Planning Commission.

P

6-24-14

The City Council adopted Resolution No. 2011/60 approving the Nelson Ranch Park Reimbursement Agreement with Standard Pacific Homes on September 13, 2011. The total estimated improvement cost for the 5.4-acre Nelson Ranch Park was \$2,574,672.96. Park construction began in July 2011 and upon completion the park was opened to the public on June 20, 2012. Following completion of work, on October 29, 2012 the City reimbursed Standard Pacific Homes 80% (\$2,059,738.37) of the estimated park costs in accordance with the terms of the Reimbursement Agreement. The completed improvements consist of a large play meadow accommodating various sport fields and picnic areas, a children's play area with play structures, poured-in-place rubber chip mat and sand pit, three picnic/barbeque areas with shade structures, a restroom building, a full basketball court, two parking lots, meandering walks, landscaping and related public facilities. To accommodate the concerns of some neighbors of the Park on Menona Court, the City Council previously authorized the City to increase the height of the wall between the Park and the backyards of several parcels.

City staff has completed its review of the final reimbursement documents submitted by Standard Pacific Homes and the subject park is recommended for Council acceptance by the City Engineer. The total cost to build the park was \$2,935,602.99, a difference of \$360,930.03 from the estimated cost. Cost overruns were due to a larger utility connection fee than anticipated; additional design, grading, and storm drainage costs; unforeseen site conditions (e.g., boulder removal); wire theft and 24-hour security costs; and extra staff time to mitigate certain neighborhood issues.

There is \$613,365 available in the fiscal year 2013-14 Park-in-lieu budget to partially fund the balance (\$875,864.62) of the Nelson Ranch Park reimbursement. The City Engineer requests a fiscal year 2013-14 Park-in-lieu Budget Amendment of \$262,500 to cover the cost of the final reimbursement to Standard Pacific Homes.

FINANCIAL IMPACT

The City will continue its operation and maintenance responsibility for the park. The estimated annual cost for park maintenance is \$30,000. The one-year warranty period for repair of deficient materials and workmanship has been completed.

ATTACHMENTS

- A: Vicinity Map
- B: Park Reimbursement Tabulation

RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING COMPLETED IMPROVEMENTS AND AUTHORIZING A FY14
PARK-IN-LIEU BUDGET AMENDMENT TO FUND FINAL PAYMENT FOR
NELSON RANCH PARK IN NELSON RANCH SUBDIVISION 6893
(STANDARD PACIFIC HOMES), PW 547-P**

WHEREAS, the Master Plan for Nelson Ranch Park at Nelson Ranch Subdivision 6893 was approved December 14, 2004 by City Council Resolution 2004/153; and

WHEREAS, the City Council adopted Resolution No. 2011/60 on September 13, 2011 approving the Nelson Ranch Park Reimbursement Agreement with Standard Pacific Homes for a total estimated cost of \$2,574,672.96 for park improvements; and

WHEREAS, improvements consisting of a large play meadow accommodating various sport fields and picnic areas, a children's play area with play structures, poured-in-place rubber chip mat and sand pit, three picnic/barbeque areas with shade structures, a restroom building, a full basketball court, two parking lots, meandering walks, landscaping, modifications to increase the height of the masonry wall between the Park and several Menona Court parcels, and related public facilities have been installed and completed; and

WHEREAS, said improvements have been constructed in accordance with the Standard Specifications and Subdivision Regulations of the City of Antioch to the satisfaction of the City Engineer; and

WHEREAS, on October 29, 2012 following completion of work the City reimbursed Standard Pacific Homes 80% (\$2,059,738.37) of the estimated park costs in accordance with the terms of the Reimbursement Agreement; and

WHEREAS, City staff has completed its review of the final reimbursement documents submitted by Standard Pacific Homes and the total cost to build the park was \$2,935,602.99, a difference of \$360,930.03 from the estimated cost; and

WHEREAS, there is \$613,365 available in the fiscal year 2013-14 Park-in-lieu budget to partially fund the balance (\$875,864.62) of the Nelson Ranch Park reimbursement.

NOW, THEREFORE BE IT RESOLVED that improvements consisting of a large play meadow accommodating various sport fields and picnic areas, a children's play area with play structures, poured-in-place rubber chip mat and sand pit, three picnic/barbeque areas with shade structures, a restroom building, a full basketball court, two parking lots, meandering walks, landscaping, masonry wall modifications, and related public facilities have been installed and completed in Nelson Ranch Park in Nelson Ranch Subdivision 6893 and are hereby accepted by the City Council of the

RESOLUTION NO. 2014/**

June 24, 2014

Page 2

City of Antioch and will be maintained by the City of Antioch in accordance with standard City maintenance policies.

BE IT FURTHER RESOLVED that the City Engineer requests a fiscal year 2013-14 Park-in-Lieu Budget Amendment of \$262,500 to cover the cost of the final reimbursement to Standard Pacific Homes.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 24th day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

(PW 547-P)

ATTACHMENT "A"



Attachment 'A'

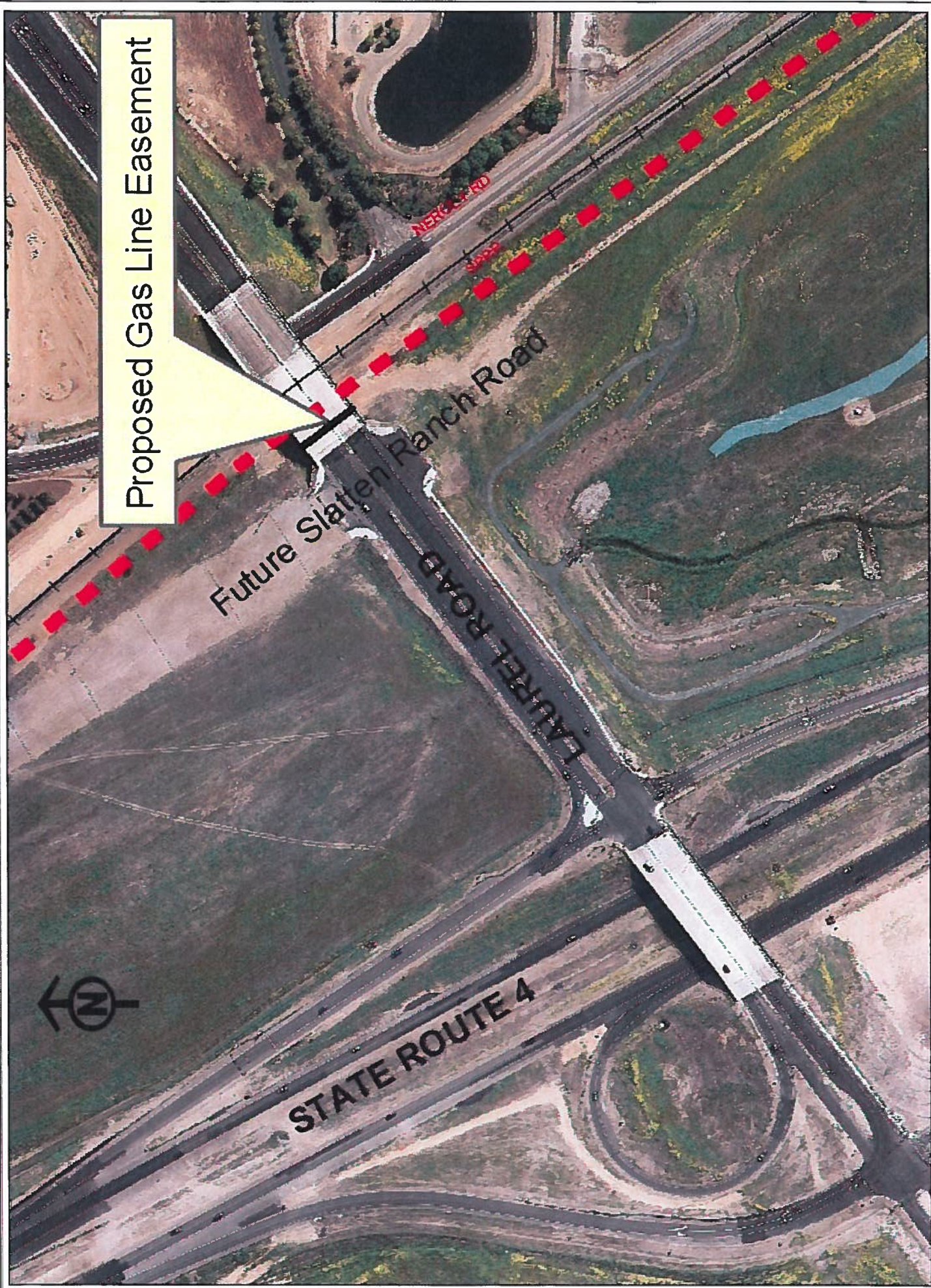
City of Antioch GIS

600 Feet

0 150 300

Nelson Ranch Park - Vicinity Map





Proposed Gas Line Easement

FUTURE SLATTEN RANCH ROAD

STATE ROUTE 4

NECK ROAD

SAND



Proposed PG&E Line 114 Gas Line Easement

AZ

ATTACHMENT "B"

**CITY OF ANTIOCH
NELSON RANCH PARK REIMBURSEMENT
04/30/14**

		Original Reimbursement Amount	Contracted to Date	Variance	Contractor/Vendor
1	Total Planting Cost	\$452,584.00	\$477,007.03	\$24,423.03	Pacific Coast Landscape
2	Total Irrigation and Drainage Cost	\$469,593.00	\$569,181.91	\$99,588.91	Pacific Coast Landscape
3	Total Hardscape and Restroom Cost	\$997,329.00	\$949,898.38		Pacific Coast Landscape
	A. Erosion Control and Street Sweeping		\$53,271.38		Pacific Coast Landscape
	B. Security/Supervision		\$73,538.30		Pacific Coast Landscape
	C. Portable Restroom		\$6,000.00		Pacific Coast Landscape
	D. Miscellaneous (Inc Home Depot)		\$36,963.37		Pacific Coast Landscape
	E. Grading - Top Grade Construction		\$38,655.67		Top Grade Construction
	F. Pull Wire		\$900.00		Hudson Excavation
	Subtotal	\$997,329.00	\$1,159,227.10	\$161,898.10	
4	Total Parking Lot Cost	\$140,975.00	\$104,576.20	(\$36,398.80)	Pacific Coast Landscape
	Subtotal	\$2,060,481.00	\$2,309,992.24	\$249,511.24	
5	10% Contingency	\$206,048.10	\$0.00	(\$206,048.10)	
	Construction Total	\$2,266,529.10	\$2,309,992.24	\$43,463.14	
6	5% Contractor G&A	\$113,326.46	\$113,326.46		
7	Landscape Architect Fee				
	A. Landscape Architect	\$85,000.00	\$91,776.00		Rose Associates
	Landscape Architect		\$5,186.40		Environmental Foresight
	B. Civil Engineer		\$30,335.00		DK Associates
	C. Utility Planner		\$5,000.00		Giacalone Design Group
	D. Soils Engineer		\$32,813.42		Berlogar Geotechnical
	Subtotal	\$85,000.00	\$165,110.82	\$80,110.82	
8	4" Water Meter Permit Fee	\$95,569.94	\$231,846.21	\$136,276.27	City of Antioch
9	1" Water Meter Permit Fee	\$14,247.46	\$0.00	(\$14,247.46)	City of Antioch
10	Miscellaneous	\$0.00			
	Reprographics		\$11,760.00	\$11,760.00	Rose & Env Foresight
	Bonds		\$24,175.00	\$24,175.00	Aon Risk Services
	Inspections and Irrigation Bills		\$87,087.46	\$87,087.46	City of Antioch
	Subtotal	\$0.00	\$123,022.46	\$123,022.46	
11	Overpayment to Pacific Coast Landscape	\$0.00	(\$7,695.20)	(\$7,695.20)	
	Total	\$2,574,672.96	\$2,935,602.99	\$360,930.03	

Total Cost to Build Park	\$2,935,602.99
Paid To Date	(\$2,059,738.37)
BALANCE DUE	<u>\$875,864.62</u>

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JUNE 24, 2014**

Prepared by: Ken Warren, Assistant Engineer

Reviewed by: Lynne Filson, Assistant City Engineer *LBF*

Approved by: Ron Bernal, Director of Public Works/City Engineer *REB*

Date: June 3, 2014

Subject: Resolution Authorizing the City Manager to Execute an Easement Grant Deed over a Portion of City Property Located East of State Route 4 below the Laurel Road Overpass to Pacific Gas & Electric Company

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an Easement Grant Deed over a portion of City property located east of State Route 4 below the Laurel Road Overpass to Pacific Gas & Electric Company for the PG&E Line 114 gas line replacement project.

BACKGROUND INFORMATION

PG&E's Land Acquisition Department (San Ramon) requests that the City of Antioch grant a 13.5-foot wide easement for PG&E's Line 114 gas line replacement project. As a part of its pipeline safety program, PG&E will replace an approximately 2-mile long segment of large 24-inch gas transmission pipeline east of State Route 4 and below the Laurel Road Overpass by making space next to the existing pipeline and placing the new pipe next to the old one. The proposed easement will replace an existing 10-foot wide gas line easement in the same location. A Vicinity Map is included as Attachment "A".

The proposed gas line easement included as Exhibit A to the resolution lies within a parcel that will be needed for the construction of the Laurel Road extension that was transferred to the City from the Bypass Authority (Document No. 2011-0064806), after the City Council approved the transfer in 2011 by Resolution 2011/12. The proposed 126-foot long, 13.5'-wide easement area is located east of State Route 4, below the Laurel Road overpass, and outside an existing 33-inch sanitary sewer line easement and the future Slatten Ranch Road right-of-way.

PG&E has provided a fully-executed quitclaim (Attachment "B") for the existing 10-foot wide gas line easement and \$500 for the purchase payment for the easement area

Q

6-24-14

based on a July 2013 Associated Right-of-Way Services, Inc. appraisal. If approved, both the new easement and the quitclaim will be recorded as consecutive documents and PG&E will deliver a conformed copy of the recorded easement document and quitclaim to the City of Antioch.

The City Attorney has reviewed this request and approved it as to form.

FINANCIAL IMPACT

PG&E has borne all costs associated with preparation of the grant of easement, the quitclaim deed and this staff report. PG&E will compensate the City \$500 for the easement.

OPTIONS

Direct staff regarding alternative language or location for the easement.

ATTACHMENTS

- A: Vicinity Map
- B: Quitclaim Deed

RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT GRANT DEED
OVER A PORTION OF CITY PROPERTY LOCATED EAST OF STATE ROUTE 4 BELOW
THE LAUREL ROAD OVERPASSTO PACIFIC GAS & ELECTRIC COMPANY**

WHEREAS, Pacific Gas & Electric Company ("PG&E") presented the City of Antioch with an Easement Grant Deed covering a 126-foot long, 13.5-foot wide (1,702 square foot) portion of City property described in Document No. 2011-0064806, located east of State Route 4 below the Laurel Road overpass and outside an existing 33-inch sanitary sewer line easement and the future Slatten Ranch Road right-of-way; and

WHEREAS, gas utilities must be relocated as part of PG&E's gas line replacement safety program and the City of Antioch desires to expedite those utility relocations for the benefit of its residents and visitors; and

WHEREAS PG&E has compensated the City with the fair value of the property based upon an approved appraisal; and

WHEREAS, the Easement Grant Deed is attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the easement area requested will allow for the right of ingress & egress to excavate, install, replace, maintain and use pipelines for gas conveyance, along with valves, appliances, fittings and appurtenant devices, and such wires, cables, conduits, appliances, fixtures and appurtenances required for communication purposes for PG&E gas line operations only, with no subleasing of communication facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby approve and authorize the City Manager to execute the Easement Grant Deed as Exhibit A on behalf of the City of Antioch to PG&E in substantially the same form as attached.

* * * * *

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 24th day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

GAS LINE TRANSMISSION - "A"(REV. 01/11)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2102-02-1915

EASEMENT DEED

02 14 5
01-12-09
L-114-2 Repl MP. 10.52-12.53

The City of Antioch, a municipal corporation

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines in the ground as Grantee shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as Grantee shall from time to time elect for communication purposes for Pacific Gas and Electric Company gas line operations only with no subleasing of communication facilities, together with adequate protection therefore, within the hereinafter described easement area lying within Grantor's lands under the Laurel Road Bridge which are situated in the City of Antioch, County of Contra Costa, State of California, and are described as follows:

(APN: None)

That certain parcel of land conveyed by the Grant Deed from the State Route 4 Bypass Authority, a joint powers agency to the City of Antioch, a municipal corporation dated March 14, 2011 and recorded March 28, 2011 Official Records Series No. 2011-64806 Official Records of Contra Costa County.

The aforesaid easement area is described as follows:

The easement area described in Exhibit "A", and shown on Exhibit "B" attached hereto and made a part hereof.

1. Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush within ten feet on either side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences if approved in writing by the City of Antioch Public Works Department, which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with the roadway or any reasonable use Grantor shall make of said easement area.

2. Grantee hereby covenants and agrees:

(a) obtain a ministerial encroachment permit prior to any work within the City right-of-way;

(b) not to fence said easement area;

(c) to promptly backfill any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(d) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, except liability arising from the sole negligence, active negligence or intentional misconduct of Grantor.

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure except the maintenance, replacement or expansion of the Laurel Road overcrossing structure including foundation, abutments, false-work, grading, side slopes, or any other appurtenance associated with the overcrossing, insofar as said maintenance, replacement or expansion shall not adversely affect the gas line installed in said

easement area, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or plant any trees or vines, or construct associated supporting structures, within ten feet of the centerline(s) of the pipeline(s), or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 2014

The City of Antioch,
a municipal corporation

By: _____

Name: Steven Duran _____

Title: City Manager _____

The Area, Region or Location (operating area)
Land Service Office: San Ramon
Operating Department: Gas Transmission
USGS location: T.2N., R.2E., MDBM, NE ¼ Sec. 34
FERC License Number(s): NA
PG&E Drawing Number(s):
PLAT NO.: 58C10
LD of any affected documents: NA
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: 5, 6, 52
SBE Parcel Number:
(For Quitclaims, % being quitclaimed)
Order #: 30897880
JCN: 01-12-09
County: CONTRA COSTA
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By: CM Towill, Inc.
Checked By: TK
Revision Number: 4

EXHIBIT "A"

LD 2102-02-1915
Laurel Road (No APN)

Real property in the City of Antioch, County of Contra Costa, State of California, lying within the northeast quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Base & Meridian, being a portion of land described in the Grant Deed to the City of Antioch, recorded March 28, 2011 as Document No. 2011-0064806, Official Records of Contra Costa County:

Being a strip of land, 13.50 feet wide, lying southwesterly of, parallel with and adjoining an existing Standard Oil Company pipe line easement (16.50 feet wide), recorded September 18, 1964 in Book 4705 at Page 169, Official Records of Contra Costa County; the northeasterly line of said strip of land is coincident with the southwesterly line of said existing easement (4705 OR 169); and the southwesterly line of said strip of land is coincident with the southwesterly line of an existing Pacific Gas & Electric Company easement, 10 feet wide, described in Grant Deed recorded June 13, 1942 in Book 669, at Page 112, Official Records of Contra Costa County; the sidelines of this strip of land shall be continued or shortened so as to terminate at the southerly and northerly boundary lines of said parcel of land (OR 2011-0064806).

Containing 1,702 square feet, 0.039 acre, more or less.

A Plat Map is attached hereto and made a part hereof.

Sean F. Fitzpatrick

Sean F. Fitzpatrick, PLS 8030
License Expires: 12/31/2014

Date: 5/14/2013



LEGEND
 ESMT EASEMENT
 OR OFFICIAL RECORD
 POB POINT OF BEGINNING
 SAN SANITARY

NE1/4, SECT 34, T2N, R2E, MDB&M
 13.50' PG&E EASEMENT
 LD 2102-02-1915
 CONTAINING: 1,702± S.F.
 (0.039± AC.)

UNION PACIFIC RR CO
 100' R/W

EXIST. 16.5' PIPELINE ESMT
 TO STANDARD OIL CO.
 (4705 OR 169)

EXIST. 10' PG&E ESMT
 (669 OR 112)

20'

EXIST. 10' SAN
 SEWER ESMT
 (OR 97-0071982)

APN 053-060-028
 CONTRA COSTA COUNTY FLOOD
 CONTROL AND WATER
 CONSERVATION DISTRICT
 OR 87-174293

CITY OF ANTIOCH
 OR 2011-0064806
 LAUREL ROAD

APPROX CENTER
 SECTION LINE
 SECTION 34

CONTRA COSTA COUNTY
 FLOOD CONTROL AND WATER
 CONSERVATION DISTRICT



CAD FILE NO. LD 2102-02-1915 PLAT

CITY OF ANTIOCH (OR 2011-0064806)
 PERMANENT EASEMENT



LINE 114.2 REPLACEMENT
 PROPOSED EASEMENT
 LAUREL ROAD (NO APN)
 PACIFIC GAS & ELECTRIC CO.
 SAN FRANCISCO, CA

SCALE: 1"=40' DATE: 5/14/2013

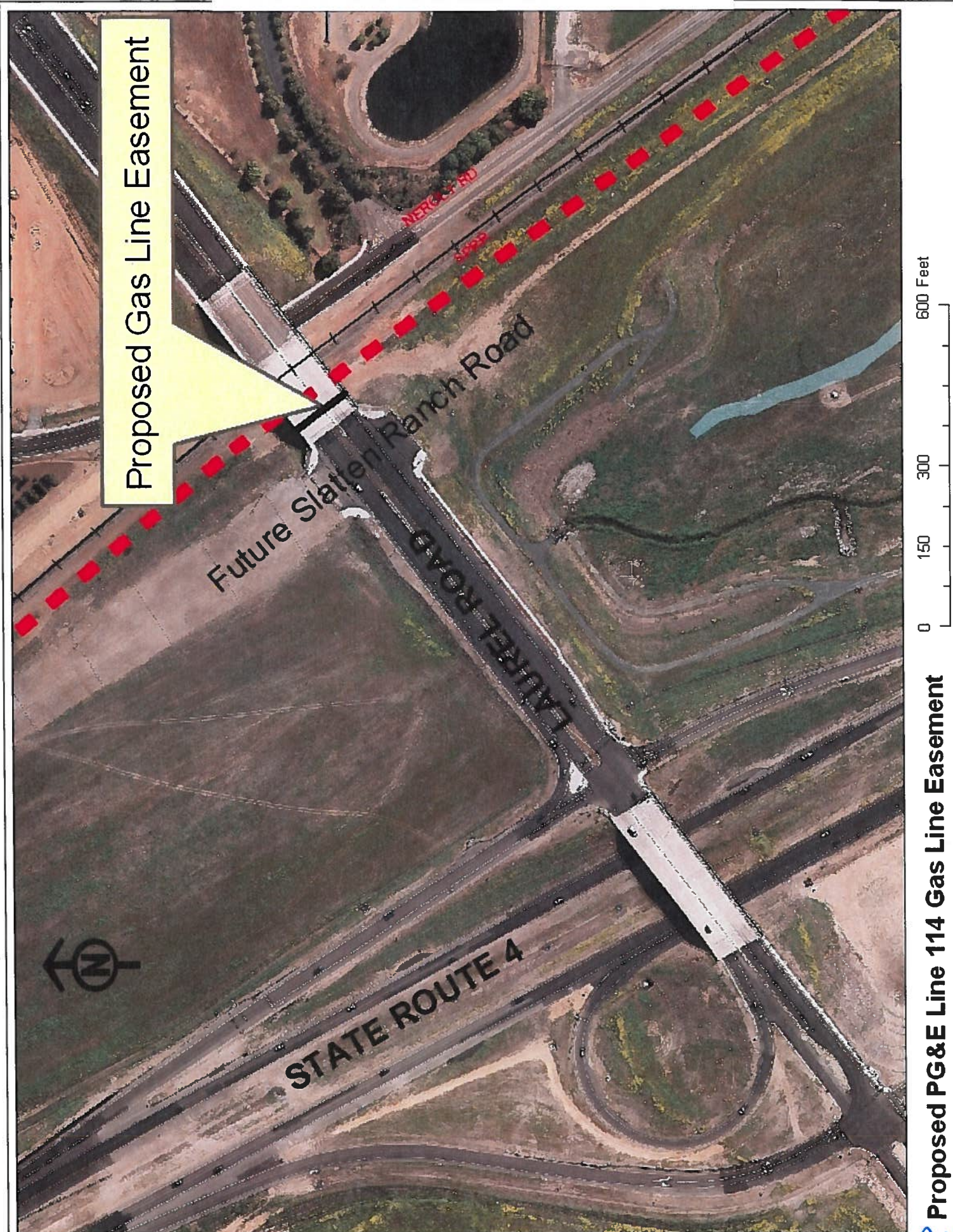
EXHIBIT "B" - PLAT MAP

CO. C.C. RTE. 114 Sheet 1 of 1

JCN AUTHORIZATION NO. 01-12-09 30897880

DR. NO. LD_2102-02-1915

ATTACHMENT "A"



Proposed Gas Line Easement

600 Feet
300
150
0

Proposed PG&E Line 114 Gas Line Easement



ATTACHMENT "B"

Quitclaim deed (Rev.01/11)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Energy Delivery
Address
City, California Zip code

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2102-02-1927

EASEMENT QUITCLAIM DEED

2 14 2
01-12-09
L-114 repl MP 10.52-12.53


PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to The City of Antioch, a municipal corporation, the real property, situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

(APN None)
The rights granted by Mary E. Marshall to Pacific Gas and Electric Company by deed dated June 8, 1942 and recorded June 13, 1942 in Book 669 at Page 112 Official Records of Contra Costa County; insofar as said rights affect that certain parcel of land conveyed by the Grant Deed from the State Route 4 Bypass Authority, a joint powers agency to the City of Antioch, a municipal corporation dated March 14, 2011 and recorded March 28, 2011 Official Records Series No. 2011-64806 Official Records of Contra Costa County.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated March 12, 2014.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation,

By 

Marvin Penner, Land Rights Manager

The Area, Region or Location, (Diablo)
Land Service Office: San Ramon
Operating Department: Gas Transmission
USGS location: T.2N., R.2E., MDBM, NE¼, Sec. 34
FERC License Number(s): NA
PG&E Drawing Number(s):
PLAT NO.: 58C10
LD of any affected documents: 2102-02-0281
LD of any Cross-referenced documents: NA
TYPE OF INTEREST:
SBE Parcel Number:
(For Quitclaims, % being quitclaimed) APROX 10%
Order #: 30897880
JCN: 01-12-09
County: CONTRA COSTA
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By: CM Towill, Inc.
Checked By: TK
Revision Number: 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Contra Costa

On March 12, 2014 before me,

}
Keith Winn, Notary Public
Here Insert Name and Title of the Officer

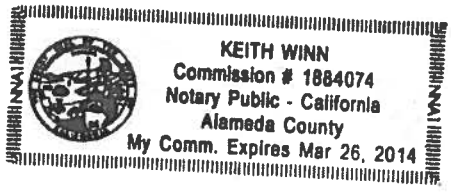
personally appeared Marvin Penner
Name(s) of Signer(s)

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: [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

B3

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014**

PREPARED BY: Brian Nunnally, Economic Development Program Manager 

APPROVED BY: Steve Duran, City Manager 

DATE: June 17, 2014

SUBJECT: Revised lease of City-owned property (APN 074-080-029) by
Mesa Outdoor

RECOMMENDATION:

It is recommended that the Council approve the lease of City-owned property as revised since its November 12, 2013 approval.

SUMMARY:

The lease of City-owned property by Mesa Outdoor ("Mesa") for the purpose of erecting and maintaining a billboard along State Route 4 (SR4) just east of the Antioch-Pittsburg border near the intersection of Delta Fair and Century Boulevards (see *Attachment A* for site map) as approved by City Council has been updated to comply with our Municipal Pooling Authority's most recent insurance requirements, and the revised lease is being brought back for final approval by the City Council. All other terms of the lease remain the same.

BACKGROUND:

In November 2011 Mesa Outdoor approached Staff about the possibility of locating a billboard within Antioch city limits at a SR4-visible location. As part of its initial steps, in February 2012 Mesa applied for and received preliminary conformance approval from the California Department of Transportation, which indicates that the above-proposed location satisfies all State requirements. Subsequently, City Staff researched similar deals and contracted with a billboard appraiser for a Billboard Revenue Analysis to determine a fair market value monthly lease amount and continued negotiations with Mesa while Mesa sought, and in October 2013 received, Planning Commission approval.

FINANCIAL IMPACT:

In addition to a one-time construction bonus payment of \$100,000 to the City, Mesa has proposed to pay the City \$3,000 per month as a minimum monthly payment for the first four years of the 30-year lease, and upon the fifth anniversary, the monthly rent will increase each lease year by the percentage change in CPI for the prior twelve months, not to exceed 3 percent for any one year. After the first year of operations and each year thereafter, the City will be entitled to 25% of the net revenue generated by the sign to the extent that 25% of the net revenue exceeds the minimum monthly payment. Net revenue



6-24-14

will include all revenue from the sign minus advertising agency commissions subject to a 15% maximum agency commission.

In the event that a beneficial development proposal is submitted to the City for the property any time prior to expiration of the 30-year lease, Mesa and the City have negotiated a buyout option that would allow Mesa to recoup a portion of its investment while still allowing the City to move forward with development plans if the City so desired. The buyout option will be amortized over a 10-year period but will at no time drop below a \$100,000 minimum. In addition, within 120 days after the 30-year term ends or if the lease is terminated early for any reason, Mesa must pay to remove the billboard and footing and restore the property to its pre-lease condition or Mesa may opt to leave the footing in place and pay the City \$30,000 for its removal, which is 50 percent above the current industry removal estimate of \$20,000.

To ensure transparency, Mesa has committed to creating a separate LLC for the project and agreed to report its full tax return to the city each year for the purposes of verifying revenue. The average monthly net revenue from the sign will be calculated each year and then multiplied by 0.25 and compared to the minimum monthly payment. The City's monthly rent revenue for the next year will be the greater of 25% of monthly net revenue from the previous year, or the minimum monthly payment of \$3,000 per month increasing by the CPI per annum.

OPTIONS:

- Approve the revised lease
- Do not approve the revised lease
- Provide alternate direction

ATTACHMENTS:

- A. Site Map
- B. Revised Lease

Site Map
APN# 074-080-029





BILLBOARD LEASE

between

**CITY OF ANTIOCH,
a California Municipal corporation
("City")**

and

**MESA ANTIOCH, LLC
a California limited liability company
("Tenant")**

BASIC INFORMATION

The following Basic Information provides a brief synopsis of the critical terms of this Lease and a reference for certain specific terms of this Lease. The Basic Information, the Recitals below, and all exhibits attached are incorporated into and made a part of the Lease. If there is any conflict between the Basic Information and terms of the Lease, the terms of the Lease will control.

1. City: CITY OF ANTIOCH, a California Municipal corporation
P.O. Box 5007
Antioch, CA 94531

Notice: City Manager
Email: sduran@ci.antioch.ca.us
Telephone: 925-779-7011
Facsimile: 925-779-7003

2. Tenant: MESA ANTIOCH, LLC, a California limited liability company
582 Market Street, Suite 1508
San Francisco, CA 94104

Notice: Mike McCoy
Email: mmccoy@mesaoutdoor.com
Telephone: 925-786-6453
Facsimile: 415-817-9967

3. Effective Date: _____, 2014

4. City Property. That certain real property owned by City legally described in and depicted on Exhibit A in the City of Antioch, County of Contra Costa, State of California.

5. Premises: That certain portion of the City Property described in and depicted on Exhibit A.

6. Permitted Use: Operation of one two-sided billboard to display outdoor advertising on the Premises.

7. Term: 30 years.

8. Monthly Rent: \$3,000/month for the first four years, and upon the fifth anniversary of the Operations Phase, the Monthly Rent will increase each Lease Year by the percentage change in CPI for the prior 12 months not to exceed 3% for any one year, as described in detail in Schedule 1.

9. Percentage Rent: In addition to the Base Rent, Tenant must pay twenty-five percent (25%) of the Gross Revenue of the Billboard to the extent such revenue exceeds the Monty Rent each Lease Year, as described in detail in Schedule 1.

CITY'S INITIALS _____

TENANT'S INITIALS _____

Billboard Lease

This Billboard Lease ("Lease"), is effective as of _____, 2014, and is between the **City of Antioch**, a California municipal corporation ("City"), and **Mesa Antioch, LLC**, a California limited liability company ("Tenant").

RECITALS

A. City owns that certain parcel of land located in the City of Antioch, County of Contra Costa, State of California, located near State Route 4, as more particularly shown on the attached Exhibit A and incorporated herein by reference (the "City Property").

B. Tenant desires to lease a portion of the City Property as more particularly shown on Exhibit A (the "Premises") for the purposes of constructing and operating a billboard sign.

C. State Route 4 is a heavily traveled route for commuters, tourists and visitors driving through the community daily to reach Bay Area and Central Valley/Sierra Mountain destinations.

D. A freeway sign at this location will provide an opportunity for economic development and a marketing tool to increase awareness about the City of Antioch and will provide promotional and advertising opportunities for local businesses.

E. The Antioch City Council has determined that it is in the best interests of City, and for the common benefit of the citizens residing in City, to enter into this Lease with Tenant for the installation, operation and maintenance of a freeway sign at the Premises.

F. City desires to lease to Tenant, and Tenant desires to lease from City, the Premises, all as further set forth in this Lease.

AGREEMENT

ARTICLE 1 DEFINITIONS.

For purposes of this Lease, unless a different meaning is clearly required, the following terms will have the following meanings and be capitalized throughout this Lease:

1.1 "Billboard" means the two-sided outdoor-advertising sign that Tenant will install and operate on the Premises in accordance with the criteria set forth in Exhibit B to this Lease.

1.2 "Business Day" means any day City's main offices located at Third & H Streets, Antioch, California, are open to the public.

1.3 "Caltrans" means the California Department of Transportation.

1.4 "Caltrans Permits" means all permits and approvals, if any, that Tenant must obtain from Caltrans to install, operate, and maintain the Billboard in accordance with this Lease.

1.5 "City Permits" means all building permits, conditional use permits, site plan review, architectural review, and other permits, entitlements, and agreements that City, acting in its

governmental capacity, must issue or approve for Tenant to install, operate, and maintain the Billboard in accordance with this Lease.

1.6 "Commencement Date" means the date as of which both of the following have occurred: (i) City has finally approved the Plans (defined in Section 7.2), and (ii) Tenant has received all necessary governmental permits and approvals for the Billboard, including the Caltrans Permits and City Permits (as described more fully in Article 7).

1.7 "Effective Date" means the date as of which both City and Tenant have signed this Lease, as indicated by the dates in the signature blocks below.

1.8 "Gross Revenue" means all revenue Tenant collects from the Billboard, less any commissions paid, not to exceed (15%) of such revenue.

1.9 "Hazardous Materials" means any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local Law or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act, together with asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("PCB") or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by product thereof.

1.10 "Hazardous Materials Laws" means all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force concerning the management, use, generation, storage, transportation, presence, discharge or disposal of Hazardous Materials. .

1.11 "Lease Year" means one of the consecutive 12-month periods during the Term.

1.12 "Off-site Outdoor Advertising" means an advertising sign that directs attention to a business, profession, commodity, service or entertainment which is conducted, sold or offered at a location other than on the same lot or parcel upon which the sign is located.

1.13 "Operational" means the Billboard is capable, legally and functionally, of displaying advertising.

1.14 "Premises" is defined in the Basic Information.

1.15 "Rent" means the Monthly Rent and Percentage Rent described in Schedule 1.

1.16 "Sign Structure" means the portion of the Billboard other than the advertising faces, and it includes all ancillary equipment and utilities installed on the Premises. The Sign Structure is more particularly described in Exhibit B.

1.17 "Term" means the entire time this Lease is in effect. As specified in Article 4, it consists of the Initial Term and any period of holding over.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF TENANT

2.1 Corporate Status

Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Lease.

2.2 Authorization

Tenant has the authority to enter into and perform its obligations under this Lease. The managers or directors of Tenant have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Lease. The person signing this Lease on behalf of Tenant has authority to do so.

2.3 Lease Will Not Cause Breach

To the best of Tenant's knowledge, after reasonable investigation, neither the execution or delivery of this Lease, nor the performance of this Lease by Tenant: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Tenant is a party or by which Tenant or any of its properties or assets are bound, or constitutes a default thereunder.

2.4 No Litigation

To the best of Tenant's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Tenant wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Tenant of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Lease or which would have a material adverse effect on the financial condition of Tenant or any surety guaranteeing Tenant's performance under this Lease, which has not been waived by City in writing.

2.5 No Adverse Judicial Decisions

To the best of Tenant's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Lease or may subject this Lease to legal challenge.

2.6 Ability to Perform

Tenant possesses the business, professional, and technical expertise to cause the installation, maintenance, and operation of the Billboard in the manner required under this Lease.

The representations and warranties set forth in this Article 2 are made as of the Effective Date.

ARTICLE 3 LEASE OF PREMISES.

City hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from City, upon the covenants, terms, and conditions set forth in this Lease.

ARTICLE 4 TERM.

4.1 Term

The "Initial Term" of this Lease will consist of two phases:

4.1.1 The "Pre-Operations Phase," which will begin on the Effective Date and end on the earlier of (A) the date the Billboard becomes Operational or (B) the 120th day after the Commencement Date.

4.1.2 The "Operations Phase," which will begin when the Pre-Operations Phase ends and will expire 30 years thereafter.

4.2 Expiration of Lease; Holding Over

This Lease will expire automatically at the end of the Initial Term. If Tenant holds over on the Premises after the expiration of the Initial Term with the consent of City, such holding over will be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease that applied at the expiration of the Initial Term.

ARTICLE 5 CONSIDERATION.

As consideration for the rights and benefits it enjoys under this Lease, including the use and occupancy of the Premises during the Term, Tenant must do all of the following:

5.1 Monthly Rent

Each month during the Operations Phase, Tenant must pay City the "Monthly Rent" set forth in Schedule 1 in accordance with the terms set forth in this Section 5.1.

5.1.1 Manner of Payment. Monthly Rent is due and payable in advance on the first day of each calendar month without notice, demand, offset or deduction. Tenant must remit the Monthly Rent to City at the address designated in the Basic Information, or at such other address as City may designate from time to time in writing to Tenant for the payment of Monthly Rent.

(a) Late Charge. If Tenant fails to pay any installment of Monthly Rent within ten (10) calendar days after the same is due and payable, such unpaid amount will be subject to a late payment charge equal to five percent (5%) of the unpaid amount in each instance. The late payment charge has been agreed upon by City and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur as a result of any such failure by Tenant, the actual costs thereof being extremely difficult—if not impossible—to determine. The late payment charge constitutes liquidated damages to compensate City for its damages resulting from such failure to pay, and Tenant must promptly pay such charge to City together with any unpaid interest

(b) Default Interest. If any Monthly Rent is not paid within fifteen (15) calendar days following the due date, such unpaid amount will bear simple interest at the rate of 10% per year or the maximum permitted by law, whichever is lower ("Default Rate") from the due date until paid. However, interest will not be payable on late charges incurred by Tenant, nor on any amounts on which late charges are paid by Tenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest will not excuse or cure any default by Tenant.

(c) Application of Payments. All payments received by City from Tenant will be applied to the oldest obligation owed by Tenant to City. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise will modify this Article 5 or have any force or effect.

5.1.2 Proration for First Monthly Rental Payment. If the Operations Phase begins on a day other than the first day of a month, then the first month's installment of Monthly Rent will be prorated.

5.1.3 Adjustment of Monthly Rent Schedules. Commencing on the fifth anniversary of the Operations Phase and each Lease Year thereafter, the Monthly Rent may increase as provided in Schedule 1.

5.2 Additional Consideration

5.2.1 Construction Bonus. Tenant will pay City a one-time "Construction Bonus" of \$100,000 in accordance with Schedule 1.

5.2.2 Percentage Rent. Tenant must pay City the "Percentage Rent", if any, set forth in Schedule 1 in accordance with the terms set forth in this Section 5.2.2.

(a) Reports. Tenant must furnish to City an annual statement of Gross Revenue within forty-five (45) days after the end of each Lease Year. The statement of Gross Revenue must include a designation of gross advertising revenue actually collected for the Billboard, as well as a designation for all permissible commissions paid in accordance with this Lease. Such statement must be in a form acceptable to City. Each statement must be signed and certified to be correct by a duly authorized officer of Tenant. Tenant must keep and make available at its local office complete and accurate books of account, records, cash receipts and other pertinent data, in accordance with good accounting practices and in a form approved by City, showing the Gross Revenue, including without limitation, accurate records of every sale and other transaction made for any advertising display on the Billboard and any commissions paid by Tenant pursuant to this Lease. Such books of account, records, cash receipts and other pertinent data must be kept for a period of at least five (5) years after the end of each Lease Year. The receipt by City of any statement, or any payment of Percentage Rent (as defined in Schedule 1) for any period, will not bind City as to the correctness of the statement or payment. Additionally, Tenant will create a separate LLC for the Billboard and this Lease and submit its full tax return to the City for the purposes of transparency and accurately determining Percentage Rent in accordance with Schedule 1.

(b) Inspection and Audit. Tenant must maintain and make available at its local office, for City's review and audit, all contracts, leases, invoices, and other records that are relevant to the accurate determination of the Percentage Rent in accordance with Schedule 1. After the Percentage Rent for a Lease Year has been determined in accordance with Schedule

1, Tenant must retain the related records for at least five (5) years. City, at its sole option, will be entitled, at any time and from time to time during the Term, to inspect, examine, copy and audit Tenant's books, records and cash receipts as related to Gross Revenue. The purpose of such examination is to enable City to ascertain, clearly and accurately, Tenant's Gross Revenue and to verify that the form and method of Tenant's record keeping provide adequate and proper control and check of all such revenues. Tenant must cooperate fully with City and City's agents in making the examination. City, at its option, will also be entitled once during each Lease Year and once after the Expiration Date or other termination of this Lease, to cause an independent audit of such records to be performed by a certified public accountant designated by City, provided such accountant is not paid on a contingency fee basis. The audit will be conducted during usual business hours at Tenant's office. If the audit shows that there is a deficiency in the payment of any Percentage Rent, then Tenant must immediately upon notice pay the deficiency to City, together with interest thereon at the Default Rate, which interest will accrue from the date on which such deficient amount would have been due until such deficiency is paid. City will pay the costs of the audit unless the audit shows that Tenant understated Gross Revenue by more than two percent (2%) in which case Tenant will pay all City's costs of the audit.

ARTICLE 6 USE OF PREMISES.

6.1 Condition of Premises

The Premises and all improvements thereon, are being leased to Tenant in its current, existing, "AS IS" condition. City makes no representations or warranties of any kind, express or implied, written or oral, about any of the following: the physical condition of the Premises; the suitability of the Premises for Tenant's anticipated use; any limitations on Tenant's use of the Premises, including limitations arising from zoning laws, environmental laws, or other laws, regulations, or governmental requirements; the costs of conducting Tenant's business on the Premises; or the condition of the soils or ground waters of the Premises. By taking possession of the Premises, Tenant accepts the Premises "AS IS" and acknowledges that the Premises are satisfactory for Tenant's purposes. Tenant has ascertained the condition of the Premises through its own independent investigation and has relied solely on that independent investigation when entering into this Lease.

6.2 Permitted Uses

Tenant has the exclusive right to display Off-site Outdoor Advertising on the City Property, excluding any on-site outdoor signage advertising activities conducted thereon. City will not authorize any other Off-site Outdoor Advertising on the City Property, excluding any on-site outdoor signage advertising activities conducted thereon. Tenant's right to conduct Off-site Outdoor Advertising on the Premises includes the following:

- (a) Installing, operating, maintaining, repairing, improving, repositioning (with City's consent) the Billboard and any utilities installed in connection with the Billboard.
- (b) Installing and maintaining utility wires, poles, cables, conduits, and pipes over or under the City Property from the nearest accessible public right-of-way.
- (c) All rights of ingress and egress over the City Property that Tenant needs to access the Billboard.

(d) Subject to the criteria set forth in Exhibit C to this Lease, licensing the use of the Billboard, or any portion it, for any lawful purpose related to outdoor advertising.

(e) Removing the Billboard on or from the Premises when this Lease terminates.

Tenant acknowledges and agrees that except as provided in this section, Tenant may not use the Premises, including the City Property, for any other purpose including the collocation of any telecommunications facilities on the Sign Structure.

6.3 Prohibited Uses

6.3.1 Hazardous Substances. Neither Tenant nor any of Tenant's representatives or agents may use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials anywhere in, on, under or about the Premises, the Billboard, any portion thereof, or any improvements thereon. Notwithstanding the foregoing, Tenant may use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials in such limited amounts as are customarily used to install, operate, maintain, repair, improve, reposition, or remove the Billboard in accordance with this Lease, and so long as Tenant is at all times in full compliance with all applicable environmental laws. Tenant must cause any and all Hazardous Materials brought onto, used, generated, handled, treated, stored, released or discharged by Tenant or its authorized representatives on or under the Billboard, the Premises, any portion thereof, or any improvements thereon to be removed therefrom and transported for disposal in accordance with applicable laws, including Hazardous Materials Laws. City will have the right to enter the Premises, any portion thereof, or any improvements thereon from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Tenant must immediately notify City in writing upon its actual knowledge of: (a) any release or discharge of any Hazardous Material by Tenant or its authorized representatives; (b) any voluntary clean-up or removal action instituted or proposed by Tenant, (c) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened against Tenant, or (d) any claim made or threatened by any person against Tenant, the Billboard, the Premises, any portion thereof, or any improvements thereon relating to Hazardous Materials or Hazardous Materials Laws. Tenant must also supply to City as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Billboard, the Premises, any portion thereof, or any improvements thereon or Tenant's use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Tenant institutes a cleanup or removal action, Tenant must provide copies of all work plans and subsequent reports submitted to the governmental agency with jurisdiction to City in a timely manner. Tenant must indemnify and defend City any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials in, on, under, about, or emanating from the Billboard, the Premises, any portion thereof, or any improvements thereon, due to the acts of Tenant or its authorized representatives in accordance with the provisions of Section 11.3.

6.3.2 Unlawful Activities. Tenant may not use or permit the Premises to be used in any way that violates this Lease or any valid and applicable statute, ordinance, regulation,

rule, or order of any federal, state, or local governmental entity (including City). Tenant may not maintain or commit, or permit the maintenance or commission of, any public or private nuisance as defined by any law applicable to the Premises on or after the Effective Date. Tenant hereby waives any rights to compensation it may have if a court finds that the Billboard constitutes a public or private nuisance under any valid and applicable federal, state, or local law and for that reason orders Tenant to remove or modify the Billboard.

6.3.3 Encumbrances. Tenant may not encumber the Premises or any part of the Premises or the Billboard or any part of the Billboard, for any purpose, without City's prior written consent, which City may withhold for any reason. Tenant must keep the Premises and the Billboard free of all liens and other encumbrances other than those, if any, to which City consents.

6.4 Unobstructed Use

6.4.1 City may not allow on any City owned property any tree, vegetation, or improvement, nor may City approve on any private property any structure, that materially obstructs the view of the display area of the Billboard from State Route 4 (each an "Obstruction").

6.4.2 If Tenant notifies City in writing that an Obstruction exists, and if City authorized, allowed or actively caused the Obstruction, then City must remove or remedy the Obstruction at its own cost within 15 days after receiving the notice. If the City does not remove such Obstruction within such 15-day period, then Tenant will have the right, in addition to all other remedies granted to Tenant under this Lease, to abate the Monthly Rent payable hereunder from and after such 15-day period until the City removes such Obstruction.

6.4.3 If Tenant notifies City in writing that an Obstruction exists, and if City did not authorize, allow or actively cause the Obstruction, then City may remove or remedy the Obstruction at its own cost within 15 days after receiving the notice. If City does not remove or remedy the Obstruction within the fifteen 15 days, then, at no cost to City, and after coordinating with the appropriate department of City, Tenant may remove any Obstruction that is a tree or vegetation on City property as described in the notice.

6.4.4 Tenant's exercise of its rights under this Section 6.4 are in addition to any other remedies it may have under this Lease.

6.4.5 Tenant acknowledges that as of the Effective Date, the adjacent property to the east of the City Property and Premises is owned by a public agency over which City does not have any land use regulatory control, and, as such, City and Tenant have limited recourse in the event any obstruction of the Billboard is created or maintained on such property.

ARTICLE 7 INSTALLATION AND OPERATION OF BILLBOARD

Tenant must install and operate the Billboard on the Premises in accordance with this Article 7 and consistent with Article 6, all at no cost to City.

7.1 Permitting Costs

Tenant will bear all costs associated with permitting and entitling the Billboard as provided in the City's fee schedule.

7.2 Plans and Specifications

At no cost to City, Tenant must prepare complete plans and specifications for the Billboard, working closely with City to develop plans and specifications that are mutually acceptable (the "Plans"). Tenant must submit the Plans to City for final approval, which City will not withhold unreasonably. The Billboard must be designed to comply with all applicable state, county, and City codes and regulations. At a minimum, the Plans must comply with the criteria set forth in Exhibit B to this Lease.

7.3 Caltrans Permits

Tenant is responsible for insuring that the Billboard complies with all requirements of California's Outdoor Advertising Act and Regulations if Caltrans determines that the Premises fall within the scope of the Act. In addition, Tenant is responsible for obtaining any and all permits required from Caltrans to install the Billboard on the Premises. As soon as practicable after the Effective Date, Tenant must apply to Caltrans for all necessary Caltrans Permits, if any, and City will cooperate with Tenant in that effort, all at no cost to City. During the Term, Tenant will be the permittee under the Caltrans Permits and must perform all obligations under the Caltrans Permits at no cost to City. Prior to the issuance of City building permits, Tenant must submit evidence reasonably satisfactory to City that it has obtained all necessary permits from Caltrans. Upon termination of this Lease, City will relinquish any interest it may have in the Caltrans Permits and execute any documents needed to confirm that Tenant is the sole owner of the Caltrans Permits.

7.4 City Permits

Prior to starting construction, Tenant must apply for all necessary building and electrical permits for the Billboard. City will diligently process Tenant's applications for all City Permits. This Lease does not commit City in advance to approve City Permits; and this Lease does not constrain City's discretion, acting as a government, with respect to City Permits specifically or to the Billboard generally, and nothing contained herein will be construed to mean that City is agreeing or has agreed to exercise its discretionary authority in support of any approvals or entitlements that may be required to construct the Billboard.

7.5 Installation

Tenant must begin installing the Billboard as soon as practicable after the Commencement Date and must diligently pursue installation to completion without unnecessary interruption so that the Billboard is Operational by the 120th day after the Commencement Date. Tenant will be excused, however, for any delays in beginning or completing installation that are caused by a Force Majeure Event, as defined in Section 13.5. Tenant must use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.

7.6 Ownership

Tenant will at all times own the Billboard. Upon the expiration or other termination of this

Lease for any reason, Tenant must remove the Billboard in accordance with Section 7.13.

7.7 Security Fencing/Bollards

Before beginning installation of the Billboard, Tenant must enclose with a temporary security fence the portion of the Premises Tenant needs to install, operate, maintain, and repair the Billboard. If required by City in connection with the permitting of the Billboard, Tenant must maintain the temporary security fence until Tenant replaces it with permanent bollards around the base of the Sign Structure to protect the Billboard from damage. Tenant must install and maintain the temporary fence and the permanent bollards at no cost to City and must consult with City on the location and design of each. Tenant must install the permanent bollards at the beginning of the Operations Phase and maintain those bollards until the end of the Term.

7.8 Maintenance

At no cost to City, Tenant must maintain and repair the Billboard and Tenant's other improvements in good condition and repair, reasonable wear and tear excepted. Tenant's maintenance obligation under this Section 7.8 includes the obligation to remove promptly any graffiti from the Billboard. In no event will Tenant be required to maintain any portion of the City Property, exclusive of Tenant's improvements thereon. City is not obligated to maintain or repair the Billboard or any of Tenant's improvements, but will, at its sole cost, maintain the City Property in good condition. If, however, Tenant does not maintain the Billboard in accordance with this Lease, then City may notify Tenant in accordance with Section 13.1 that City will perform the maintenance described in the notice if Tenant does not do so within 10 Business Days. If Tenant does not perform the needed maintenance within the 10 Business Days after the notice is given, then City may perform the maintenance described in the notice, and Tenant must reimburse City's costs.

7.9 Insured Damage or Destruction

7.9.1 Restoration. This Lease will continue in full effect if the Billboard is damaged or destroyed in whole or part by any cause covered by the fire-and-casualty insurance Tenant is required to maintain under Section 12.1(c). No loss or damage by fire or any other cause resulting in either partial or total destruction of the Billboard, or any portion thereof, will (except as otherwise provided in Section 7.10, below) operate to terminate this Lease or to relieve or discharge Tenant from the payment of any Monthly Rent, or other amounts payable hereunder, as and when they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained to be performed and observed by Tenant. Tenant covenants to repair, reconstruct, and/or replace or cause to be repaired, reconstructed and/or replaced the Billboard, or any portion thereof, including any personal property owned by Tenant and used or intended to be used in connection with the Premises, so damaged or destroyed. Tenant also covenants that all insurance proceeds will be applied to the repair, reconstruction and/or replacement described herein, subject to the following:

(a) Tenant must repair or replace the Billboard at no cost to City using the insurance proceeds Tenant receives or is entitled to receive under the fire-and-casualty policy. Tenant must promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Billboard. Within 30 days after obtaining the necessary permits and approvals and applicable insurance proceeds, Tenant must begin

work to repair or replace the Billboard. Tenant must complete the work within 120 days after the work begins and must pay any costs that exceed the available insurance proceeds.

(b) Tenant may elect not to repair or replace the Billboard if:

(i) the cost to repair or replace it exceeds fifty percent (50%) of its full replacement cost immediately before it is damaged or destroyed, and the damage or destruction occurs during the last two years of the Initial Term; or

(ii) Tenant is unable, after using good faith efforts, but without having to resort to litigation, to obtain all permits, including, without limitation, the City Permits.

(c) If Tenant elects, under this Section 7.9, not to repair or replace the Billboard, then Tenant must:

(i) notify City in writing of its election;

(ii) use the insurance proceeds Tenant receives for the damage or destruction to remove the Billboard and restore the Premises in accordance with Section 7.13.

Except as otherwise permitted by this Section 7.9.1, Tenant's failure to make such full repair, restoration and replacement under any conditions in which it was elected or required so to do will constitute a default by Tenant under this Lease.

7.9.2 Procedures for Repair and Restoration. In the event of any damage or destruction, Tenant must promptly give City written notice of such damage or destruction and the date on which such damage or destruction occurred. Tenant must promptly make proof of loss and must proceed promptly to collect, or cause to be collected, all valid claims which Tenant may have against insurers or others based upon any such damage or destruction. Except as otherwise provided above, amounts received on account of any losses pursuant to insurance policies must be used and expended for the purpose of fully repairing or reconstructing the portions of the Billboard which has been destroyed or damaged.

7.10 Uninsured Damage or Destruction

This Lease will continue in full effect if the Billboard is damaged or destroyed in whole or part by any cause not fully covered by the fire-and-casualty insurance Tenant maintains, subject to the following:

7.10.1 The Monthly Rent thereafter due under this Lease will abate from the date of the casualty until Tenant has completed the repair or replacement of the Billboard.

7.10.2 Tenant may repair or replace the Billboard at no cost to the City. If Tenant elects to repair the casualty, Tenant must promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Billboard. Within 30 days after obtaining the necessary permits and approvals, Tenant must begin work to repair or replace the Billboard and diligently pursue the completion thereof. If Tenant elects to not repair or restore the Billboard, Tenant must notify the City in writing of its election, in which event this Lease will terminate the day the City receives written notice of such election; and

then Tenant must remove the Billboard and restore the Premises in accordance with Section 7.13.

7.11 Utilities

At no cost to City, Tenant must provide and pay for all utility connections, utility equipment, and utility service required to install, operate, maintain, repair, improve, or reposition the Billboard throughout the Term. Tenant must coordinate with City and the applicable utility companies for utility tie-ins and electrical power sources that Tenant may need to operate the Billboard. When purchasing electricity needed to operate the Billboard, Tenant must participate in the "Green Option" program offered by Pacific Gas & Electric ("PG&E"), so that 100% of the Billboard's electrical needs come from renewable resources. If PG&E discontinues the Green Option program, then Tenant must participate in any comparable program that PG&E then offers. Alternatively, Tenant may contract with a solar company to develop a solar energy plan to offset a significant portion (i.e., 50% or more) of the energy required to operate the Billboard.

7.12 Advertising Rights

During the Term, Tenant will have the exclusive right to enter into agreements for advertising on the Billboard. In operating the Billboard, Tenant must conform to all valid and applicable laws and regulations, including laws and regulations pertaining to outdoor advertising, including the advertising criteria set forth in Exhibit C.

Tenant must, within 48 hours after written demand from City, at Tenant's risk and expense, remove any advertising material or message that does not comply with the advertising criteria set forth in Exhibit C, and which is not being disputed by Tenant. If Tenant fails to promptly cause the removal of such advertising, City may (but is not required to), without further process of law, cause the removal of the advertising. Tenant must reimburse City's costs of such actions upon demand and will bear the risk of any damage to the Billboard resulting from such actions. City may exercise such remedies without prejudice to any other remedies it may be entitled to exercise under this Lease, at law or in equity.

Tenant agrees to ensure that businesses or organizations located within the City or residents of the City will be able to purchase advertising on the Billboard in such manner and at such rates as offered to businesses, organizations or persons located or residing outside of the City and that it will not permit any exclusivity contracts or arrangements with advertisers that would violate this covenant.

7.13 Removal of Billboard

Within 120 days after the Term ends, whether the Term expires as scheduled or is terminated early for any reason, Tenant must remove the Billboard from the Premises and must restore the Premises to their pre-lease condition, all at no cost to City. Tenant may leave the footing for the Billboard pole in place at the expiration or termination of the Lease, provided that Tenant pays City \$30,000, which the parties agree represents a reasonable contribution towards the cost of removing such footing as part of any future development of the City Property.

7.14 Compliance with Law

During the Term and while removing the Billboard after the Term in accordance with

Section 7.13, Tenant, at no cost to City, must comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern Tenant's use and occupancy of the Premises and the Billboard and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Premises or the Billboard (including City) whether enacted or issued before, on, or after the Effective Date.

ARTICLE 8 EVENTS OF DEFAULT; EARLY TERMINATION.

8.1 Defaults by Tenant

Tenant will be in default under this Lease upon occurrence of any of the following:

8.1.1 Tenant is at any time be in default in the payment of Rent or any other monetary sum called for by this Lease for more than 10 days following written notice from City to Tenant; or

8.1.2 Tenant is at any time be in default in the keeping and performing of any of its other covenants or agreements herein contained, and should such other default continue for 30 days after written notice thereof from City to Tenant specifying the particulars of such default, or if such other default is of a nature that curing such default will take more than 30 days Tenant has failed to commence such cure within such 30 day period and to thereafter diligently pursue completion of such cure; or

8.1.3 Tenant violates Section 13.2 of this Lease; or

8.1.4 The Billboard is not Operational by the 365th day after the Commencement Date.

8.2 City's Remedies for Default by Tenant

Upon the occurrence of any such default, in addition to any and all other rights or remedies of City hereunder, or by law or in equity provided, City will have the sole option to exercise the following rights and remedies:

8.2.1 Without prejudice to its other remedies at law or in equity, City may terminate this Lease, at any time and in its sole discretion, effective 30 days after City gives Tenant written notice of termination.

8.2.2 City will have the remedy described in California Civil Code section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations), as amended from time to time, and successor statutes thereto.

8.3 City Damages

Should City elect to terminate this Lease, City will be entitled to recover from Tenant, as damages:

8.3.1 The worth at the time of the award of the unpaid Rent that had been earned at the time of termination of this Lease;

8.3.2 The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;

8.3.3 The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term of this Lease after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided; and

8.3.4 Any other amount (and court costs) necessary to compensate City for all detriment proximately caused by Tenant's default, including costs of alterations and improvements in connection with reletting.

8.4 City Remedies Cumulative

Each right and remedy of City provided for herein or now or hereafter existing at law or in equity, by statute or otherwise will be cumulative and will not preclude City from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent will be deemed an accord and satisfaction of full payment of Rent; and City may accept such payment without prejudice to City's right to recover the balance of such Rent or to pursue other remedies.

8.5 Default by City

City will not be in default under this Lease unless City fails to perform obligations required of City within 30 days after written notice is delivered by Tenant to City specifying the obligation which City has failed to perform; provided, however, that if the nature of City's obligation is such that more than 30 days are required for performance, then City will not be in default if City commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. All obligations of City hereunder will be construed as covenants, not conditions.

8.6 Tenant's Remedies for Default by City

If the City is in default under this Lease beyond any applicable cure period, Tenant's exclusive remedies will be an action for specific performance or injunctive relief, or if such remedies cannot make Tenant whole, then an action or claim for actual damages may be brought; provided, however, that Tenant expressly waives the right to any cause of action or claim for consequential, economic, or incidental damages, including lost profits, as well as any cause of action or claim for exemplary or punitive damages. Tenant also waives the benefit of any laws granting it the right to perform any City obligation or the right to place a lien upon the property of City and/or upon Rent due City, or withhold Rent on account of any City default. Notwithstanding the foregoing, in the event that the remedies of injunctive relief or specific performance are not adequate and Tenant is entitled to monetary damages, then in no event will City's monetary liability to Tenant with respect to a default or breach of this Agreement (excluding any award of attorney fees and costs) exceed the amount established below as the parties agree to place a cap on any claim for monetary damages. The cap will be based on the total actual costs incurred by Tenant associated with the permitting and construction of the Billboard as of the date it becomes Operational (collectively, the "Construction Cost Amount"). The Construction Cost Amount will be amortized over a 10-year period on each anniversary of

the Operations Phase; provided, however that the Construction Cost Amount will never be reduced by amortization below \$100,000. By way of example, if the Construction Cost Amount is \$200,000, and a breach occurs following the third anniversary of the Operations Phase, then any monetary damage claim by Tenant would be capped at \$140,000 (\$200,000 - \$60,000 [3 years of amortized costs] = \$140,000). The cap on monetary damages and the limitations on remedies set forth above are solely for the benefit of City and will not apply to any private entity that is City's successor-in-interest to ownership of the Premises and landlord under this Lease. In the event of such a transfer in interest to a private entity, then Tenant will have the right to seek all remedies that may be available to Tenant at law or in equity without any limitation.

8.7 Tenant's Early Termination Rights

Tenant may terminate this Lease effective 30 days after Tenant gives the City written notice of termination, if any of the following circumstances occur:

8.7.1 The view of the Billboard's display area from the portion of State Route 4 adjacent to the Premises is materially obstructed, and Tenant did not cause the obstruction.

8.7.2 Tenant cannot safely use the Premises to install, operate, maintain, repair, or improve the Billboard because of a non-remediable condition, and Tenant did not cause the condition.

8.7.3 There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on, the portion of State Route 4 adjacent to the Premises, and the diversion or disruption continues uninterrupted for at least 24 consecutive months. Or, if the Billboard becomes uneconomical, as determined by Tenant in its sole discretion, to operate.

8.7.4 Through no fault of its own, Tenant cannot obtain or maintain the governmental permits required to install, operate, maintain, repair, or improve the Billboard, including the Caltrans Permits and the City Permits or there is a legal challenge to such permits and approvals and Tenant elects not to defend such challenge beyond its obligation to indemnify City pursuant to Section 11.4.

8.7.5 Use of the Billboard for its intended purpose is prevented or limited by law, or Tenant is required by any court or other governmental entity, for reasons other than eminent domain, to remove the Billboard from the Premises.

8.7.6 Tenant is unable to obtain or maintain any utilities required to operate the Billboard through no fault of its own.

8.7.7 The City is in default under Section 8.5.

8.8 Tenant's Right To Renegotiation

If any of the circumstances identified in Section 8.7 occurs, then, at its discretion and in lieu of termination, Tenant may request that the City negotiate on reducing Monthly Rent to an amount that reasonably reflects the diminished value of the Billboard to Tenant, and on receiving the request the City will negotiate in good faith with Tenant. The City is not required, however, to agree on a reduction in Monthly Rent.

ARTICLE 9 TAXES

Tenant is responsible for and must pay or otherwise discharge, without abatement or deduction, all taxes levied on, or related to, Tenant's outdoor-advertising activities on the Premises. This obligation includes payment of any of the following:

9.1 Possessory Interest Taxes

This Lease creates a possessory property interest in Tenant. Tenant acknowledges and agrees that Tenant's leasehold and/or other property interests may be subject to property taxation, and Tenant to the payment of property taxes levied on such interest. Such taxes are referred to herein as "Possessory Interest Taxes," and must be paid by Tenant during the term of this Lease.

9.2 Sales Taxes

The sale of advertising space on the Billboard may be subject to sales or similar tax. Tenant acknowledges and agrees that such activities may subject Tenant to the payment of sales taxes levied on such interest, and Tenant agrees that all such sales taxes must be paid by Tenant (or Tenant's customers) during the term of this Lease.

9.3 Personal Property Taxes

Tenant must pay before delinquency all taxes, assessments, license fees and other charges levied and assessed against Tenant or City with respect to any real-property tax allocated to the Billboard and/or personal-property tax levied on Tenant's personal property on the Premises ("Personal Property Taxes"), which may become payable during the Term or are attributable to Tenant's use or occupancy of the Premises. On demand by City, Tenant must furnish City with satisfactory evidence of these payments. Notwithstanding the foregoing, Tenant will have the right to contest the imposition or collection of any such Personal Property Taxes, which Tenant reasonably believes, was improperly assessed or calculated.

9.4 Other Taxes

In addition to the taxes set forth in Sections 9.1 – 9.3, Tenant must pay before delinquency all other taxes, impositions, general or special assessment, surcharge, fee, levy, penalty, bond, or similar charge is levied on any business conducted on the Premises or any portion thereof), general and special taxes including gross receipts tax, excise tax levied by any Taxing Authority (defined below), or any improvements, any portion thereof, or any improvements thereon by any authority having the power to tax, including any federal, state or county government or any political subdivision thereof ("Taxing Authority"). In the event any Personal Property Taxes, and other taxes, as described in this Article 9 or any other costs to be borne by or due from Tenant are not assessed or charged against the Premises separately from other City-owned property, City will reasonably allocate such on a pro-rata basis.

9.5 Tenant's Tax Liability Prorated

Tenant's liability to pay any taxes and new assessments will be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Term at its inception and expiration or other termination in accordance with this Lease.

ARTICLE 10 EMINENT DOMAIN

10.1 Definitions

For the purposes of this Article 10, the following definitions will apply:

(a) "Condemning Entity" means any entity that by law may exercise the power of eminent domain to acquire possession of, and title to, any of the following: the Billboard, the entire Premises, or an Essential Part of the Premises.

(b) "Essential Part of the Premises" means any portion of the Premises that is reasonably necessary for installing, operating, maintaining, repairing, or improving the Billboard in accordance with this Lease.

10.2 Termination Events

This Lease will terminate if a Condemning Entity acquires the Billboard, the entire Premises, or an Essential Part of the Premises:

(a) by using the power of eminent domain; or

(b) through negotiations under the threat of using the power of eminent domain.

10.3 Termination Date; Rent Refund; Caltrans Permits

Termination under this Article 10 will occur on the date the Condemning Entity obtains possession of, or title to, the Billboard, the entire Premises, or the Essential Part of the Premises, whichever occurs first. Within 15 Business Days after the termination date, City will:

(a) refund to Tenant any pre-paid Monthly Rent for the unexpired portion of the Term; and

(b) relinquish any interest it may have in the Caltrans Permits and execute any documents needed to confirm that Tenant is the sole owner of the Caltrans Permits.

10.4 Compensation

If termination occurs under this Article 10, then Tenant and City may each independently seek to recover from the Condemning Entity all compensation and other remedies provided by law for the interests taken from them. But City may not seek or recover compensation for Tenant's lost interests, and Tenant may not seek or recover compensation for City's lost interests. Without limiting the preceding, Tenant may seek to recover some or all of the following from the Condemning Entity:

(a) compensation for its lost advertising income, for the value of the Billboard, for lost goodwill, and for its interest in this Lease; and

(b) financial assistance for relocating the Billboard.

ARTICLE 11 INDEMNIFICATION

11.1 Definitions

For the purposes of this Article 11, the following definitions will apply:

11.1.1 "Person" is to be interpreted broadly and includes Tenant and Tenant's directors, officers, employees, contractors, and agents; and City and City's elected officials, officers, employees, contractors, and agents.

11.1.2 "Liabilities" means all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise directly or indirectly from Tenant's possession or use of the Premises.

11.1.3 "Occurrence" means (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property (including intellectual property), or the environment (broadly interpreted to include the air, soil, soil vapor, surface water, groundwater, flora, and fauna on or about the Premises).

11.2 General Indemnity

Except to the extent claims are caused by the sole negligence or willful misconduct of the City and its employees, agents, and representatives and not waived by Tenant pursuant to Section 11.6 below, Tenant must indemnify, protect, defend, and hold harmless City and its elected officials, officers, employees, volunteers, lenders, agents, and representatives and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (a) any Tenant default under this Lease (including in the performance or non-performance of any obligation on Tenant's part to be performed under the terms of this Lease); (b) Tenant's performance of the installation of the Billboard (including design, development, and construction); (c) Tenant's or Tenant's representatives or agents use of the City Property, the Billboard, any portion thereof, or any improvements thereon, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or its representatives or agents in or about the City Property or any portion thereof, or any improvements thereon, except that with regard to the presence of Hazardous Materials, the Premises or any improvements thereon, Tenant will not be responsible for conditions that may have existed prior to the Effective Date or were not caused by Tenant or its authorized representatives; and (d) any act, error or omission of Tenant or its representatives or agents in or about the Premises, any portion thereof, or any improvements thereon (collectively, "Indemnification"). Tenant must provide such Indemnification by and through counsel reasonably approved by City. Without limiting the foregoing, Tenant's obligation under this section includes Liabilities arising from any of the following:

(a) Any Occurrence that is caused by, or related in any way to, a verbal or nonverbal display on the Billboard.

(b) Tenant's failure to perform any provision of this Lease due to no fault of City, to comply with any requirement of law applicable to Tenant, or to fulfill any requirement

imposed by any governmental entity (including City when acting as a government) on Tenant or on Tenant's use of the Premises.

(c) Any claim that Tenant's policies with respect to the allocation of advertising time violate any person's or persons' First Amendment rights.

Tenant agrees that its obligation under this Section 11.2, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and consult with Tenant regarding the defense of any such Liabilities, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. Tenant further acknowledges and agrees that settlement of any Liabilities requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Tenant is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Lease.

Except to the extent claims are caused by the negligence or willful misconduct of Tenant or its employees, agents or authorized representatives or not waived pursuant to Section 11.6 below, the City must indemnify, protect, defend, and hold harmless Tenant and its employees, agents, and authorized representatives and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (a) the City's or City's representatives or agents use of the Premises, the conduct of City's business or any activity, work or thing done, permitted or suffered by City or its representatives or agents in or about the City Property or any portion thereof; and (b) any act, error or omission of the City or its representatives or agents in or about the City Property, any portion thereof, or any improvements thereon.

11.3 Hazardous Materials

Except with regard to the presence of Hazardous Materials on the Premises prior to the Effective Date, Tenant must indemnify, defend and hold City harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by Tenant's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials in violation of Tenant's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including claims made against City with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Tenant's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials.

The City must indemnify, defend and hold Tenant harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the City's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials on the Premises, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including claims made

against Tenant with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by the City's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials.

11.4 Legal Challenges

Tenant must indemnify, defend (with attorneys reasonably approved by City), protect, and hold harmless City and City's elected officials, officers, and employees in any litigation brought to challenge the award or validity of this Lease, the validity of City Permits or the Caltrans Permits, or the validity of City ordinances that authorize the installation and operation of the Billboard on the Premises. Tenant's obligation to indemnify under this section includes liability for attorneys' fees awarded to a party who successfully challenges the validity of this Lease, of City Permits or the Caltrans Permits, or of any authorizing ordinance. Tenant agrees that its obligation under this Section 11.4, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and consult with Tenant regarding the defense of any such Liabilities, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. Tenant further acknowledges and agrees that settlement of any Liabilities requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Tenant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Lease.

11.5 Not a Construction Contract

This Lease is not intended nor will it be construed to be a construction contract. To the extent this Lease is construed by a court of law to be a construction contract, all indemnity obligations construed to be related to construction contracts will be read as if including the carve out "except to the extent claims are caused by the sole or active negligence or willful misconduct of the indemnified party."

11.6 Exemption of City from Liability

Tenant, as a material part of the consideration to City, hereby assumes all risk of damage to its property (including any personal property and the Billboard), and injury to or death of Tenant's employees, agents or contractors in, upon or about the Billboard or the Premises, any portion thereof, or any improvements thereon, arising from any cause, and Tenant hereby waives all claims in respect thereof against City, except to the extent such claims are caused by City's sole negligence or willful misconduct. Tenant hereby agrees that City will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to its personal property, or injury to or death of Tenant, its representatives, or agents, whether such damage or injury is caused by fire, electricity, gas, water or rain, or from the breakage, leakage or other defects of wires, or lighting fixtures, or from any other cause, whether such damage or injury results from conditions arising within or about the Billboard or the Premises, any portion thereof, or any improvements thereon or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by City's sole negligence or willful misconduct. City will not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises, any portion thereof, or any improvements thereon not owned by the City, or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

11.7 Survival

Each party's obligations under this Article 11 will survive expiration or termination of this Lease.

ARTICLE 12 INSURANCE

12.1 Types of Policies

During the Term and during Tenant's removal of the Billboard in accordance with Section 7.13, at no cost to City, Tenant must procure and maintain the following forms and amounts of insurance covering Tenant's possession and use of the Premises ("Tenant's Insurance"). Such insurance must be primary to and not contributing with any other insurance, self-insurance or joint self-insurance maintained by City, and must name the City as an additional insured.

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate, providing coverage for, among other things, blanket contractual liability (including Tenant's indemnification obligations under this Lease), premises liability, products and completed operations liability, owner's protective coverage, broad form property damage, and bodily injury (including wrongful death) and advertising injury coverage. If necessary, Tenant must provide for restoration of the aggregate limit.

(b) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts. Tenant must also require any contractor utilized to perform any services or work at the Premises pursuant to this Lease to maintain such workers' compensation insurance and provide proof of such insurance prior to commencing any services or work at the Premises.

(c) Premises Insurance. Property insurance, including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, insuring the Billboard for its full replacement value against damage or destruction by fire or by any of the perils commonly covered under the standard extended-coverage endorsement to fire-insurance policies issued on real property in Contra Costa County. In addition, during installation of the Billboard, the policy must include coverage for course of construction, vandalism, and malicious mischief and must insure the Billboard and all materials delivered to the Premises for their full insurable value. All insurance proceeds that become payable under this policy while this Lease is in effect will be paid to Tenant in trust and applied by Tenant to the cost of repairing and restoring the Billboard as required by, and except as otherwise provided in, Section 7.9.

(d) Other Insurance. Any other form or forms of insurance as City may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

12.2 Insurer Qualifications

Tenant's Insurance must be written by companies licensed to do business in California

and having a "General Policyholders Rating" of at least A-/ VII (or such higher rating as may be required by a lender having a lien on the Tenant's leasehold interest) as set forth in the most current issue of "Best's Insurance Guide."

12.3 Certificates of Insurance

Tenant must deliver to City certificates of insurance for Tenant's Insurance, in the form of the ACORD standard certificate of insurance, prior to the Commencement Date. Tenant must, at least 30 days prior to expiration of the policy, furnish City with certificates of renewal or "binders" thereof. Each certificate must, if standard insurance industry practice, expressly provide that such policies must not be cancelable or otherwise subject to modification except after 30 days' prior written notice to the parties named as additional insureds as required in this Lease. If Tenant fails to maintain any insurance required in this Lease, Tenant must be liable for all losses and costs resulting from such failure.

12.4 Notice

Each of the policies must endeavor to require the insurer to give City at least 30 days' advance written notice before the policy is cancelled or materially changed.

12.5 Other Requirements

The general-liability policy must:

- (a) name City and City's elected officials, officers, employees, and agents as additional insureds, which endorsement must be on form CG 20 11 01 96;
- (b) provide that Tenant's insurance coverage is primary insurance with respect to City and City's elected officials, officers, employees, and agents to the extent they are additional insureds;
- (c) any umbrella liability policy or excess liability policy must provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance will not limit Tenant's liability under this Lease;
- (d) provide that Tenant's insurance applies separately to each insured against whom a claim is made or a suit brought, except with respect to the applicable policy limits;
- (e) provide that City's insurance and self-insurance are in excess of Tenant's insurance and will not contribute with it;
- (f) waive any right to recover against City for claims for damages to Tenant's personal property to the extent covered (or required by this Lease to be covered) by Tenant's Insurance. This provision is intended to waive fully, and for the benefit of City, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Tenant pursuant to this Lease must include a waiver of subrogation endorsement attached to the certificate of insurance.

12.6 Notification of Incidents

Tenant must notify City within 24 hours after the occurrence of any accident or incident on or about the Billboard, the Premises, any portion thereof, or any improvements thereon of which Tenant has knowledge and which could give rise to a claim against City, City's insurance, Tenant, or Tenant's Insurance, except that Tenant will not be obligated to give City notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice must be accompanied by a copy of any report(s) relating to the accident or incident.

12.7 No Limit on Indemnification

Nothing in this Article 12 limits Tenant's obligations under Article 11.

ARTICLE 13 MISCELLANEOUS

13.1 Notices

Any notice or other communication to be given under this Lease must be in writing and will be considered properly given and effective only when addressed to the persons identified below and (i) mailed postage prepaid by certified or registered mail, return receipt requested, or (ii) delivered by personal or courier delivery, or (iii) sent by facsimile (immediately followed by one of the preceding methods). Notices or communications will be deemed served upon the earlier of receipt or three (3) days after the date of mailing. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 13.1.

If to City:

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

Facsimile: 925-779-7003

If to Tenant:

Mike McCoy
Mesa Outdoor, LLC
582 Market Street, Suite 1508
San Francisco, CA 94104

Facsimile: 415-817-9967

13.2 Assignments and Subleases

Neither party may assign or otherwise transfer this Lease or any interest herein, and this Lease is not assignable by operation of law, without the other party's prior written consent, which the other party will not unreasonably withhold. An assignment or transfer of this Lease does not occur, for purposes of this section, if Tenant (a) merges with another company, reorganizes its stock, undergoes a similar corporate restructuring, (b) sells any of its assets or stock, or (d) assigns this Lease to a subsidiary or affiliate of Tenant. Notwithstanding the foregoing, so long as City owns the Premises, Tenant may not assign this Lease without the prior written consent of City, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that such proposed assignee has experience in the outdoor advertising industry comparable to that of Tenant. City must respond in writing within 30 days of receipt of any request by Tenant for an assignment of this Lease. Any assignee of this Lease approved by City must provide City with an assignment and assumption of this Lease in a form reasonably acceptable to City's City Attorney prior to the effective date of such assignment. Tenant may not sublease the Premises or any part of the Premises, or the Billboard or any part of the Billboard, without City's prior written consent, which City may withhold or condition in its

reasonable discretion. Upon the assignment of this Lease in accordance with this Section 13.2, Tenant will be forever released of all obligations accruing after the date of the transfer. Any assignment, transfer, or sublease made contrary to this section will be null and void.

13.3 Successors and Assigns

Subject to the restrictions set forth herein, each of the terms, covenants and conditions of this Lease will extend to and be binding on and will inure to the benefit of not only City and Tenant, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either City or Tenant, the reference will be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

13.4 City's Right to Enter and Inspect the Premises

City and its authorized representatives will have the right to enter upon and inspect the Premises at any time to determine Tenant's compliance with this Lease.

13.5 Force Majeure

13.5.1 "Force Majeure Event" means a cause of delay that is not the fault of the party who is required to perform under this Lease and is beyond that party's reasonable control, including the elements (including floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding City) or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.

13.5.2 Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either City or Tenant is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. An extension of time for any such Force Majeure Event will be for the period of the enforced delay and will commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Lease may also be extended in writing by the mutual agreement of City and Tenant.

13.5.3 This Section 13.5 does not excuse (A) Tenant's obligation to pay Monthly Rent when due and payable; or (B) either party's obligation to perform an act when performance is rendered difficult or impossible solely because of that party's financial condition. Tenant expressly agrees that adverse changes in economic conditions, either of Tenant specifically or the economy generally, changes in market conditions or demand, and/or Tenant's inability to sell advertising time on the Billboard or other lack of funding, or to complete the installation of the Billboard will not constitute grounds of enforced delay pursuant to this Section 13.5. Tenant expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Commencement Date.

13.6 Waiver of Breach

A party's failure to insist on strict performance of this Lease or to exercise any right or remedy upon the other party's breach of this Lease will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any provision in this Lease will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving party.

13.7 Relationship of the Parties

This Lease does not create any relationship or association between City and Tenant other than that of landlord and tenant, and it is expressly understood and agreed that City does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise; nor does this Lease does create between City and Tenant the relationship of principal and agent.

13.8 Attorney's Fees

In the event that any action is brought by either party as against the other party for the enforcement or declaration of any right or remedy in or under this Lease or for the breach of any covenant or condition of this Lease, the prevailing party will be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court including, but not limited to, attorneys' fees.

13.9 Severability

If any term, provision, condition or covenant of this Lease or its application to any party or circumstances is held, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected, and will be valid and enforceable to the fullest extent permitted by Law.

13.10 Memorandum of Lease

City will record with the County Recorder's Office a memorandum of this Lease in the form attached as Exhibit D promptly after the execution of this Lease.

13.11 Further Assurances

Each party will execute all additional documents or instruments and take all necessary action that either party reasonably considers necessary to carry out the proper purposes of this Lease, including any revisions to this Agreement necessary to address compliance with the California Subdivision Map Act with respect to preserving and protecting Tenant's interest in the Premises.

13.12 Estoppel Certificates

Either party must, from time to time during the Term upon not less than 20 days' prior written notice from the other party, execute, acknowledge and deliver to the other party, or such persons or entities designated by such other party, a statement in writing certifying: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect

as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the dates, if any, to which the Monthly Rent has been paid, and (e) any other information that may be reasonably required by any such persons or entities. Any such certificate delivered pursuant to the provisions hereof may be relied upon by the other party or any prospective purchaser or encumbrancer of its estate. The City Manager will be authorized to execute, acknowledge and deliver any such certificate on behalf of City.

13.13 Time of Essence

Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Lease.

13.14 Interpretation

This Lease is to be interpreted and applied in accordance with California law without regard to conflict-of-laws principles, except that the rule of interpretation in California Civil Code section 1654 will not apply. Schedule 1 and Exhibits A, B, C, and D are expressly incorporated into and form a part of this Lease. This Lease will be interpreted as though prepared jointly by both parties

13.15 Integration and Modification

This Lease constitutes the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein. It supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by another written agreement signed by both parties. City and Tenant agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, provided such requests are consistent with this Lease and would not materially alter the basic business terms included in this Lease. No amendment will be effective unless in writing and signed by both parties.

13.16 Quiet Possession

So long as Tenant is not in default under this Lease and is paying the Rent and performing all of the covenants and conditions of this Lease, Tenant must quietly have, hold and enjoy the Premises during the Term without interruption or disturbance from City or any other persons claiming by, through or under City.

13.17 Surrender

Upon the expiration or other termination of the Term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant must surrender to Premises, all portions thereof, and all improvements thereon, in good condition and repair, reasonable wear and tear excepted, and remove the Billboard in accordance with the provisions of Section 7.13.

13.18 Nonliability

No member, official or employee of City will be personally liable to Tenant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Tenant or its successors, or on any obligations under the terms of this Lease.

Tenant hereby waives and releases any claim it may have against the members, officials or employees of City with respect to any default or breach by City or for any amount which may become due to Tenant or its successors, or on any obligations under the terms of this Lease.

13.19 Applicable Law; Venue

The laws of the State of California, without regard to conflict of law principles, will govern the interpretation and enforcement of this Lease. Any action to enforce or interpret this Lease must be filed in the Superior Court for Contra Costa County, California.

13.20 Commission

Each party represents to the other that it has not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "Commission") is due or payable. Each party agrees to indemnify and hold the other harmless from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of the other party.

13.21 Counterparts

The parties agree that this Lease may be executed in counterparts, each of which will be deemed an original, and said counterparts will together constitute one and the same agreement, binding all of the parties, notwithstanding all of the parties are not signatory to the original or the same counterparts.

—THIS SPACE INTENTIONALLY LEFT BLANK—
—SIGNATURES BEGIN ON NEXT PAGE—

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF ANTIOCH, a California municipal corporation

By: _____

Name: Steven Duran

Its: City Manager

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

APPROVED AS TO FORM:

Donald M. Davis, Special Counsel
Burke, Williams & Sorensen, LLP

—AND—

TENANT:

MESA ANTIOCH, LLC, a California limited liability company

By: _____

Name:

Its:

By: _____



Name:

Its:

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 16 - JUNE 12, 2014
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund		
351300 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	104.00

STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014

FROM: Steve Duran, City Manager 
Lynn Tracy Nerland, City Attorney 

DATE: June 18, 2014

SUBJECT: Business License Tax Ballot Measure

RECOMMENDATION: Following the City Council's direction on May 27, 2014, staff recommends that the City Council approve the attached Resolution (Attachment A):

“Resolution of the City Council of the City of Antioch Calling for and Noticing a Municipal Election on November 4, 2014 to present to voters a measure to Update the Existing Business License Tax Ordinance to Include a Residential Landlord Business License Tax and to Confirm the Existing Business License Tax, with an increase in the Minimum Tax.”

The resolution will require 2/3 vote of the City Council to place it on the ballot (effectively at least 4 of the 5 Council members voting in favor of placing the matter on the ballot). The resolution provides for an ordinance to be presented to the voters that:

- Confirms and updates the City's existing business license tax ordinance as set forth in Chapter 1 of Title 3 of the Antioch Municipal Code and states that the rental or leasing of real property is a business subject to taxation;
- Imposes an annual business license tax on residential landlords on the rental or leasing of: detached single family dwelling units at \$250.00 per dwelling unit and attached multi-family dwelling units at \$150.00 per dwelling unit; and
- Maintains the existing business license taxes for all other businesses, with an increase in the minimum tax to \$100.00 for those businesses subject to the gross receipts tax formula, except for certain home occupation businesses, for whom the minimum tax will be \$25.00 per year.

As part of the Resolution calling the election, certain election procedures are set as described below, including:

- **Filing of the Argument in favor of the ballot measure:** *Will the City Council authorize the Mayor, Mayor Pro Tem or other Council Member to write and file the primary argument in support of the ballot measure and determine the signatories to the ballot argument?*

If this is not done and there are multiple arguments submitted, then the California Elections Code has a hierarchy to allow the elections official to

determine which argument is included in the voter information pamphlet for each position (in support and in opposition).

Previously, the Mayor and Mayor Pro Tem have been authorized to write and file the argument in support of the ballot measure. Both positions have been named in case someone is unavailable. Both positions would also determine the signatories to the ballot argument.

Under state law, each argument cannot exceed 300 words in length. **The deadline for the submittal of arguments for or against the measure is 5:00 p.m. on Wednesday, August 20, 2014**, per the requirements of the County Clerk-Recorder/Registrar of Voters.

- **Rebuttal Arguments.** *Does the City Council want to continue to prohibit rebuttal arguments (these are different from the primary argument in opposition to the measure which is allowed by law)?*

State law allows for the filing and publication of two primary arguments: an argument in support of a ballot measure and an argument against a ballot measure. Under state law, rebuttal arguments are akin to a second "round" of ballot arguments in support and in opposition to the ballot argument and are optional. Previously, the City Council has prohibited rebuttal arguments, in part due to the additional costs with the printing.

The Resolution also provides that the measure is to be transmitted to the City Attorney to prepare the Impartial Analysis pursuant to California Elections Code section 9280, which is also submitted to the voters with the ballot measure. The Impartial Analysis must be submitted no later than 5:00 p.m. on Friday, August 15, 2014, again per the requirements of the County Clerk-Recorder/Registrar of Voters.

Finally, the Resolution includes the Notice of Election for the City Clerk's Office to publish (Attachment A-2).

BACKGROUND

Even with the additional sales tax revenue from Measure C, Antioch is the poorest city government in the County. With a General Fund of \$43,046,381 and a population of 106,455, Antioch's General Fund revenues are \$404.36 per capita (per person). In comparison, Pittsburg is 45% higher at \$585.95 per capita. Brentwood is 52% higher at \$616.57. Concord is 60% higher at \$648.24. Walnut Creek at \$1,036 per capita and Richmond at \$1,150 per capita are approaching three (3) times Antioch's per capita general fund revenue.

City Services and Budget Expenses

The City of Antioch is in the business of delivering municipal services to the people of Antioch -- residents, businesses and visitors. Essential services include Police Services, Animal Control, Code Enforcement and maintaining the public infrastructure – streets, water and sewers. There are also other services mandated by law such as paying City bills, responding to claims and lawsuits, handling employee matters, responding to Public Records Act requests, preparing meeting agendas, and processing land use applications. Then there are the quality of life services that make life better in the community, such as parks and recreation facilities and programs including the Senior Center, the Community Center, Prewett Water Park, the Golf Course and Event Center and Marina.

Providing these services costs a lot of money and the City has experienced a \$13 million decrease in General Fund revenues since 2007. The City has taken extreme measures to address this loss in revenue such as:

- Reduced staffing -- operating at 33% staffing reduction through layoffs, retirements and not filling vacancies leading to a reduction in City services;
- Reduced salaries -- eliminating employee cost of living increases; and decreasing management salaries and employee work hours through furloughs and reduced overtime for employees since July 2009;
- Reduced benefits -- increasing employee contributions towards retirement costs and drastically reducing medical after retirement benefits for new employees; and
- Reduced other expenditures -- reducing service, supply and equipment costs and deferring vehicle and equipment maintenance.

Despite these significant expenditure cuts through lay-offs, service reductions and furloughs, serious budget issues remain. The City has a shared interest with residents to restore services to meet community needs and enhance the quality of life in Antioch. However, restoring these services intensifies the budget challenges the City is already facing. Some examples of these community needs include:

- Increased Police Services – Although there has been a reduction in Part I crime in Antioch in 2013 compared to 2012, the data continues to reflect a significant increase when compared to 2011. Part 1 violent crime in 2013 increased by 15.6% and property crime by 14.6% compared to 2011. The City's overall Part 1 crime saw a 14.8% increase in 2013 compared to 2011. Response time to Priority 1 calls also improved from 2012 to 2013 (from 11:04 minutes to 10:30 minutes). However, compared to 2011, there was still

almost a minute and a half increase (from 8:57 minutes to 10:30 minutes). Although the City is hiring more Police Officers with Measure C funds, the Police Department will still be understaffed, with less than one sworn officer per 1,000 in population. In 1995 when the City population was 74,925, there were 89 sworn officers. Currently, the City has 87 sworn officers with a population of 106,455.

- *Increased Code Enforcement Services* -- The City receives an average of 30 calls per week for Code Enforcement services that cannot be returned in a timely manner.
- *Increased Investment in Infrastructure* -- A 2011 Pavement Management Program Budget Options Report (Pavement Management Update) indicated that the City, with its approximately 670 miles of streets, had a backlog of over \$52,000,000 worth of needed street rehabilitation and maintenance. The backlog and costs have increased since 2011.
- *Increased Economic Development Activities* -- Business and economic development activities provide local jobs for community members, generate income to be spent locally, create sales tax revenue for the City, and enhance property values through increased commercial real estate values, thereby increasing available property tax revenue for the City.
- *Increased Services at City Hall* -- Reduced service hours have created barriers to economic development, accounts receivable collections including tax and fee collections, permit applications and processing, and development project applications and processing.
- *Increased Public Works Activities* -- The City's general maintenance and blight elimination have been negatively impacted over the last several years. Graffiti removal and building and landscape maintenance have been reduced to bare minimums, bringing down the appearance of the community, and likely impacting property values.

Budget Revenue and Structural Deficit

The City Council has currently directed that all additional sales tax revenue from Measure C go to the Police Department and Code Enforcement to reduce crime and blight conditions in the City. Although Measure C is projected to bring over \$4.4 million a year into the City's General Fund for seven years, there is still a gap in funding the level of municipal services that the community expects and desires.

The City is projected to have a structural deficit of approximately \$3.3 million starting in fiscal year 2016-17 (see Attachments B3 and C). Further details on the City's

budget and financial challenges can be found in prior staff reports to the City Council on the budget this past year. These documents are available on the City's website at: <http://www.ci.antioch.ca.us/citygov/agendas/default.asp>.

The bottom line is Antioch does not have a spending problem. Antioch has a revenue problem. Staffing and other operating expenses have been cut drastically, but the City's current taxes and fees cannot provide adequate levels of municipal services and adequately maintain the public infrastructure. Like many other jurisdictions, Antioch must increase revenues to avoid further cutbacks, such as staffing reductions and the closure of facilities.

DISCUSSION

Business License Tax: Residential Landlord Business License Tax

As discussed in great detail during the May 27, 2014 City Council meeting and associated staff reports (see Attachment B), the City has not historically collected the existing Business License Tax from owners of single family dwellings that are rented. The City Council agreed that this should be remedied for two reasons: need and fairness. The "need" for additional revenue is well documented in the Fiscal Year 2014/15 budget staff reports, including Attachments B3 and C and outlined above.

In terms of fairness, as also discussed at the Council meeting on May 27, 2014, the leasing or rental of real property is a business and many landlords, especially landlords of single family dwellings, have not been paying any Business License Tax. In addition, the rental or leasing of residential real estate is a unique business; very different from retail and other commercial endeavors in terms of economic benefits to the property owner and to the City. For example, residential landlords benefit financially from depreciation for tax purposes while they historically benefit from asset appreciation in reality, which is not subject to the City's Business License Tax. Commercial landlords have many of the same benefits as residential landlords, but they pay the business license tax based on gross receipts and their tenants pay various taxes to the City, including sales tax, business to business tax, and the existing Business License Tax, thus providing more support for City services than residential rental real estate. (See Attachment B for a further discussion)

In accordance with the City Council direction to staff on May 27, 2014, the attached resolution, and enacting ordinance, (Attachment A) for consideration places a measure on the November 2014 ballot to impose an annual Business License tax of \$250 per detached single family rental unit and \$150 per attached multi-family rental unit. This formula could potentially generate annual gross revenue of \$2.27 million, based upon an estimated 11,500 total units.

Business License Tax: Minimum Tax for Gross Receipts Formula

Staff recommends that the minimum business license tax gross receipts formula be increased. The current gross receipts tax schedule is below:

From:	To:	License Tax is:
\$0	\$20,000	\$25.00
\$20,001	\$1,000,000	\$1.25 per \$1,000
\$1,000,001	And above	\$1,250 plus 20 cents for each additional \$1,000 over \$1,000,000

The minimum Business License Tax on businesses pursuant to the gross receipts formula is currently \$25.00, and has been in place for decades. This minimum is outdated and not in line with other cities. In fact, the minimum tax with Antioch's apparent initial business license tax ordinance in 1947 was \$30. The neighboring City of Brentwood has a minimum business license tax of \$100.00, Oakley \$100.00 and Pittsburg \$30.00.

Staff recommends raising this minimum to \$100.00, with the exception of home occupation businesses not categorized as Professional, for whom the minimum tax would be \$25.00. Based on the number of businesses that currently pay less than \$100.00 as a minimum tax, this proposal could generate more than \$100,000 in additional annual gross revenue.

Citizens' 2014 Initiative

Proponents (including "The Friday Morning Breakfast Club") had been circulating a citizens' initiative for the voters to consider an annual \$240.00 per unit Business License Tax on residential landlords. That tax is estimated to generate annual gross revenue of approximately \$2.76 million, based upon 11,500 units, which is only an estimated number of rental units (Attachment B2).

Meetings with the Community, Chamber of Commerce and California Apartment Association

Last year, the City Council considered a number of tax measure proposals to help the City fund essential municipal services. The Council ultimately decided to move forward with one tax measure (Measure C – sales tax increase), which was passed by the electorate last November. The Council also considered a business license tax on residential landlords, but decided that it would be best to only bring forth the sales tax measure in 2013. The stakeholders regarding a business license tax on residential landlords were encouraged to work together in the hopes of reaching a mutually acceptable approach to taxing residential landlords. (Attachment B1)

During the past year, discussions have occurred with the proponents of the citizens' initiative and the California Apartment Association (CAA), the main opponent of the proposed measure. The City Manager last met with the parties on May 19th and there was no progress toward a reasonable compromise. The CAA still opposes any per unit tax on the business of renting or leasing residential dwelling units and submitted a letter in opposition to the City Council at its May 27, 2014 meeting (Attachment B4).

The Chamber of Commerce has indicated that their only concern with staff's recommendations was with the minimum gross receipts tax, which they would prefer be raised to just \$50.00 per year. The primary reason expressed for supporting \$50.00 rather than \$100.00 was the impact to small, home based businesses, sometimes referred to as "hobby businesses." Staff recognized the concern of the Chamber members and recommended that the City Council maintain the minimum tax for home based businesses that are not categorized as Professional at \$25.00, while raising the standard minimum gross receipts tax to \$100.00. Staff believes this is a good compromise, while still addressing the City's interest in increasing the minimum business license tax.

FINANCIAL IMPACT:

It is anticipated that the proposed residential landlord business license tax and increased minimum tax will raise approximately \$2.3 million annually in additional revenue for the General Fund based on approximately 11,500 total residential rental units in Antioch, but will be offset by approximately \$300,000 in costs to administer the additional tax.

Another \$2.3 million would increase the City's General Fund to approximately \$45,346,381, or about \$444.75 per capita. This amount keeps Antioch as the poorest city government in the County, but this additional funding would assist the City in addressing the structural deficit projected in Fiscal Year 2016-17 and in providing vital services to the community by returning City operations to full-time.

The estimated cost of adding one ballot measure to the November 2014 election is approximately \$11,000 based on 44,150 registered voters.

OPTIONS:

1. Amend the proposed ballot measure and ordinance for the November 2014 election
2. Not adopt the resolution placing the proposed ordinance on the ballot for November 2014 and direct staff to continue working with the various

stakeholders to develop a ballot measure for a landlord business license tax (State law requires a resolution placing a matter on the ballot to be adopted at least 88 days before the election making July 22, 2014 practically the last regularly scheduled meeting at which the City Council could take action); or

3. Not adopt the resolution placing the proposed ordinance on the ballot for November 2014 and provide no direction staff to work with the stakeholders; or

ATTACHMENTS

- A. Proposed Resolution Approving the Business License Tax Update
Exhibit 1 – Proposed Ordinance to be presented to the voters
Exhibit 2 – Notice of the election to be published

- B. Staff Report from May 27, 2014 City Council meeting
B1 – Staff Report from May 28, 2013 (Revenue Ballot Measures)
B2– 2014 Citizens' Initiative
B3 – Staff Report from April 8, 2014 (Budget Session)
B4 – May 20, 2014 letter from California Apartment Association

- C. Budget Staff Report from June 10, 2014 City Council meeting

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CALLING FOR AND NOTICING A MUNICIPAL ELECTION ON NOVEMBER 4, 2014
TO PRESENT TO VOTERS A MEASURE TO
UPDATE THE EXISTING BUSINESS LICENSE TAX ORDINANCE
TO INCLUDE A RESIDENTIAL LANDLORD BUSINESS LICENSE TAX AND
TO CONFIRM THE EXISTING BUSINESS LICENSE TAX,
WITH AN INCREASE IN THE MINIMUM TAX**

WHEREAS, the Antioch City Council desires to place a ballot measure before the voters at the November 4, 2014 regular municipal election to update the City's existing business license tax ordinance as set forth in Chapter 1 of Title 3 of the Antioch Municipal Code; impose a residential landlord business license tax; and maintain the existing business license taxes for all other businesses with an increase in the minimum tax to \$100.00 for those businesses subject to the gross receipts tax formula except for certain home occupation businesses, with such ordinance attached as Exhibit 1; and

WHEREAS, under existing ordinances, some residential apartment landlords are assessed an annual business license tax based on their gross annual income and others were not assessed any business license tax at all; and

WHEREAS, renting out property in the City of Antioch is a business and such business owners should pay a business license tax like other businesses owners in the City of Antioch to fund municipal services to those businesses and their tenants; and

WHEREAS, the majority of residential landlords do not pay a business license tax; although they benefit financially from tax advantages, including depreciation for tax purposes, while historically enjoying asset appreciation; and

WHEREAS, the City has insufficient funds to provide the necessary services to the Antioch community, which has only been exacerbated by the national economic recession and State's dissolution of redevelopment agencies, requiring severe cuts to City services, including reduced Police services with the elimination of School Resource Officers and Traffic Enforcement, virtual elimination of Code Enforcement, reduced street repairs and maintenance, reduced services at the Animal Shelter and Recreation Programs and less access for the public given the weekly closures of City facilities; and

WHEREAS, confirming and updating the City's existing business license tax ordinance as set forth in Chapter 1 of Title 3 of the Antioch Municipal Code by imposing a residential landlord business license tax and maintaining the existing business license taxes for all other businesses with an increase in the minimum tax to \$100.00 for those businesses subject to the gross receipts tax formula except for home occupation businesses that are not defined as professionals whose minimum tax shall remain \$25.00, the revenues of which are legally required to stay in Antioch to maintain local services for

general governmental purposes is vital to the preservation of the public health, safety and welfare; and

WHEREAS, the City Council is authorized to request and order that this general municipal election be consolidated with other elections to be held on November 4, 2014 and in the same territory (California Elections Code sections 10400 *et seq.*) so that within the City, the precincts, polling places, and election officers for the two elections be the same; that the Contra Costa County Registrar of Voters canvass the returns of the general municipal election; and this general municipal election and the November 4, 2014 general election be held in all respects as if there were only one election;

WHEREAS, this resolution is adopted by a two-thirds vote of all five council members as required by Government Code section 53724(b) and consolidated with the Statewide general election as required by Government Code section 53724(c);

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

Section 1. Call for Election

Pursuant to California Constitution Article XIII C, Section 2(b), Government Code Section 53723, and Elections Code Section 9222, the City Council of the City of Antioch hereby submits to the qualified voters of the City a measure that, if approved, would confirm and update the City's existing business license tax ordinance as set forth in Chapter 1 of Title 3 of the Antioch Municipal Code and state that the rental or leasing of real property is a business subject to taxation; impose an annual business license tax on the rental or leasing of detached single family dwelling units at \$250.00 per unit and attached multi-family units at \$150.00 per unit; and maintain the existing business license taxes for all other businesses with an increase in the minimum tax to \$100.00 for those businesses subject to the gross receipts tax formula except for home occupation businesses that are not defined as professionals whose minimum tax shall remain \$25.00.

This measure shall be designated by letter by the Contra Costa County Elections Department. Pursuant to California Election Code Sections 10400 *et seq.*, the election for this measure shall be consolidated with the Statewide general election to be conducted on November 4, 2014.

Section 2. Ballot Language

The question to be presented to the voters shall be as follows:

<u>BUSINESS LICENSE TAX</u> . To provide funding that cannot be seized by the State, to maintain such general City services as police services, code enforcement, street repairs, senior services and youth programs, shall the City of Antioch adopt a residential landlord business license tax based on the type and number of units and confirm the existing gross receipts business license tax with an increased minimum tax, which is not a tax on the general public?	YES	
	NO	

The measure shall be designated on the ballot by a letter, as provided in California Election Code section 13116.

Section 3. Proposed Ordinance

The Ordinance authorizing the general tax to be approved by the voters is as set forth in Exhibit 1 to this resolution.

Section 4. Specifications of the Election Order

a. **Request to Consolidate, Conduct Election and Canvass Returns**

The Board of Supervisors of the County of Contra Costa is hereby requested to authorize the County Registrar of Voters to render services necessary for the conduct of the general municipal election called by this Resolution. Pursuant to California Elections Code section 10403, the City Council hereby requests that the Contra Costa County Board of Supervisors consolidate that election with the Statewide general election to be conducted on November 4, 2014 and order the general municipal election to be conducted by the Registrar of Voters. The Contra Costa County Elections Department is authorized to canvass the returns of the election, and the elections shall be held in all respects as only one election. The ballots to be used in the election shall be in form and content as required by law.

The City Clerk's Office is authorized, instructed and directed to work with the County Elections Division as needed to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

The notice of the time and place of holding the election is hereby given, and the City Clerk and County Registrar of Voters are authorized to give further notice of the election, as required by law.

b. **Costs**

The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Registrar of Voters.

c. **Wording of the Measure**

The working of the ballot measure is as specified in Section 2 of this resolution.

d. **Full Text of the Measure**

The full text of the "Ordinance of the City of Antioch to Update the Existing Business License Tax Ordinance to include a Residential Landlord Business License Tax and to Confirm the Existing Business License Tax with an increase in the Minimum Tax," which is attached as Exhibit 1 to this resolution, shall be completely printed in the Voter Information Pamphlet.

e. **Passage of the Measure**

This business license tax ballot measure is a general tax requiring the approval of a majority of qualified electors casting votes. While the measure lists several of the various municipal purposes to be funded, the list is illustrative only and the City Council retains complete discretion to expend the tax proceeds for any lawful purpose of the City of Antioch.

f. **Boundaries**

The City of Antioch's boundaries have changed since the November 5, 2013 election and information about that change has been provided to the County Clerk-Recorder/Registrar of Voters.

Section 5. Publication of Measure

The City Clerk's Office is hereby directed to cause notice of the measure to be published once in accordance with Section 12111 of the Elections Code, in the form attached as Exhibit 2 to this resolution.

Section 6. Submission of Ballot Arguments

Per the direction of the Registrar of Voters, the City Clerk's Office has fixed 5:00 p.m. on Wednesday, August 20, 2014 as the deadline for submittal of arguments for or against the measure.

The direct arguments ("in support and against") shall not exceed three hundred (300) words, and shall not be signed by more than five (5) persons. The City Council does not adopt the provisions of Elections Code Section 9285(a) and repeals any previous resolution implementing that section which might remain in effect; there shall be no rebuttal arguments.

Section 7. Council Preparation of Argument In Support of Measure

The City Council hereby authorizes the Mayor or Mayor Pro Tem to prepare and file the written primary argument on behalf of the City Council in support of the ballot measure described above, pursuant to Article 4 of Chapter 3 of Division 9 of the California Elections Code. The City Council authorizes the Mayor and Mayor Pro Tem to determine the signatories to the ballot argument.

Section 8. Impartial Analysis

Pursuant to California Elections Code Section 9280, the City Council hereby directs the City Clerk's Office to transmit a certified copy of the measure to the City Attorney. The City Attorney shall prepare an Impartial Analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. Per the direction of Registrar of Voters, the Impartial Analysis shall be transmitted to the City Clerk and Registrar of Voters by no later than 5:00 p.m. on Friday, August 15, 2014.

Section 9. Implementation.

The City Clerk's Office is directed to file with the Board of Supervisors certified copies of this resolution, with a copy to the Registrar of Voters of Contra Costa County, pursuant to California Elections Code section 10403.

Section 10. CEQA

The approval of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The business license tax update to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action or actions. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific

project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the City would undertake the required CEQA review for that particular project. Therefore, under CEQA Guidelines section 15060 review under CEQA is not required.

Section 11. Passage of this Resolution.

This Resolution shall become effective immediately upon its passage and adoption.

* * * *

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 _____, 2014, by the following vote:

AYES: Councilmembers

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ANTIOCH
TO UPDATE THE EXISTING BUSINESS LICENSE TAX ORDINANCE TO
INCLUDE A RESIDENTIAL LANDLORD BUSINESS LICENSE TAX AND
TO CONFIRM THE EXISTING BUSINESS LICENSE TAX, WITH AN
INCREASE IN THE MINIMUM TAX**

The people of the City of Antioch do ordain as follows:

SECTION 1. BUSINESS LICENSING. The following sentence is added to the definition of "Business" in Section 3-1.102 of the Antioch Municipal Code:

"The rental or lease of real property is a Business subject to taxation under this chapter."

SECTION 2. RESIDENTIAL LANDLORD BUSINESS LICENSE TAX. The following provision is added to Chapter 1 of Title 3 of the Antioch Municipal Code to read as follows:

"Section 3-1.217 RESIDENTIAL LANDLORD

(A) In lieu of any other business license tax and subject to subsection (B) below, all those in the business of renting living quarters, including but not limited to a rental dwelling unit as defined in Section 5-20.201 of the Antioch Municipal Code, shall pay the annual license amount indicated in the table immediately below based on the total number of units they are renting or have available for rent within the City of Antioch and the type of unit as defined in the Municipal Code:

Type of Unit	Annual Tax
Single family dwelling unit	\$250.00 per unit
Multi-family dwelling unit including duplexes, condominiums and apartments	\$150.00 per unit

(B) The following living quarters are excepted from this requirement to pay a business license tax based on dwelling units but still must pay the tax based on gross receipts: (i) those that fit within the definition of hospital, hotel, motel, and convalescent and extended care facility and residential care facility as defined in Section 9-5.203 of the Antioch Municipal Code; (ii) those that are exempt as a matter of law; and (iii) those that the Director of Financial Services reasonably determines to be substantially similar in nature to one of the excepted living quarters listed above.

(C) The Director of Financial Services may promulgate policies and procedures to administer this tax.

SECTION 3. CONFIRMATION OF THE EXISTING BUSINESS LICENSE TAX ORDINANCE AND RATE. The business license tax provisions in Chapter 1 of Title 3 of the Antioch Municipal Code are hereby confirmed. Any business not specifically enumerated in Chapter 1 of Title 3 of the Antioch Municipal Code, which the City may tax, shall pay a business license tax according to the average annual gross receipts as defined according to the existing formula in Section 3-1.201 of the Antioch Municipal Code, with the exception that the minimum tax is raised to \$100.00, except for Home Occupation Businesses as defined in Title 9 that are not "Professionals" as defined in Title 3, as to whom the minimum tax shall remain \$25.00:

<i>From</i>	<i>To</i>	<i>Tax</i>
\$0.00	\$20,000.00	\$100.00 (except for non-Professional Home Occupation businesses which shall pay \$25.00)
\$20,001.00	\$1,000,000.00	\$1.25 / \$1,000.00 of gross receipts
\$1,000,001.00 & above		\$1,250.00 plus 20 ¢ / thousand dollars of gross receipts over \$1,000,000.00

SECTION 4. AMENDMENT. This Ordinance may be repealed or amended by the City Council without a vote of the People except as follows: as required by Article XIII C of the California Constitution, any amendment that increases the amount or rate of tax beyond the levels authorized by this Ordinance may not take effect unless approved by a vote of the People. The City Council may impose the tax in any amount or rate which does not exceed the rate approved by the voters of the City.

SECTION 5. REVENUE MEASURE. The tax adopted by this Ordinance is enacted solely to raise revenue for municipal purposes and is not intended for the purpose of regulation. The People of the City determine the tax to be an appropriate general tax for the purpose of raising revenue. Proceeds of the tax will be deposited in the general fund of the City and will be available for any lawful municipal purpose. This Ordinance does not, in itself, authorize the conduct of any business or activity in the City, but merely provides for the taxation of such businesses or activities.

SECTION 6. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The voters of the City hereby declare that they would have adopted this Ordinance and each portion thereof regardless of the fact that an invalid portion or portions may have been present in the Ordinance.

SECTION 7. CEQA. This business license tax to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment. Therefore, under CEQA Guidelines section 15060, review under CEQA is not required.

SECTION 8. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City's business license tax and shall not take effect until ten days after the certification of its approval by the majority of the voters voting at the general municipal election to be held on November 4, 2014 pursuant to Elections Code section 9217

SECTION 9. CERTIFICATION; PUBLICATION. Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published according to law.

Ordinance No. ____ was submitted to the People of the City of Antioch at the November 4, 2014 municipal election. It is hereby certified that this Ordinance was APPROVED by the following vote of the People of Antioch:

YES:
NO:

This Ordinance was thereby adopted by the voters at the November 4, 2014 election and took effect 10 days following adoption of a resolution declaring the results of the election at a regular meeting of the City Council held on _____ by the following vote:

AYES:
NOES:
ABSENT:

I hereby certify that the foregoing is a true and correct copy of an ordinance duly and regularly adopted by the People of the City of Antioch, California.

Arne Simonsen,
City Clerk of the City of Antioch

MEASURE TO BE VOTED UPON

NOTICE IS HEREBY GIVEN that the following measure is to be voted on at the general municipal election to be held in the City of Antioch on Tuesday, November 4, 2014.

CITY OF ANTIOCH BUSINESS LICENSE TAX	
To provide funding that cannot be seized by the State, to maintain such general City services as police services, code enforcement, street repairs, senior services and youth programs, shall the City of Antioch adopt a residential landlord business license tax based on the type and number of units and confirm the existing gross receipts tax with an increased minimum tax, which is not a tax on the general public?	YES
	NO

This ballot measure:

- Confirms and updates the City’s existing business license tax ordinance as set forth in Chapter 1 of Title 3 of the Antioch Municipal Code and states that the rental or leasing of real property is a business subject to taxation;
- Imposes an annual business license tax on residential landlords on the rental or leasing of: detached single family dwelling units at \$250.00 per unit and attached multi-family dwelling units at \$150.00 per unit; and
- Maintains the existing business license taxes for all other businesses, with an increase in the minimum tax to \$100.00 for

those businesses subject to the gross receipts tax formula, except for certain home occupation businesses, for whom the minimum tax will be \$25.00 per year.

Arguments for or against this measure must be received by the City Clerk’s Office, 200 H Street, Antioch, CA, 94509 **no later than 5:00 p.m. on Wednesday, August 20, 2014 (City Hall is closed on Fridays)** No argument shall exceed 300 words in length.

Pursuant to Section 9287 of the Elections Code, one argument for and one argument against this measure will be selected for printing and distribution to the voters with the sample ballot. No rebuttal arguments shall be allowed in accordance with Section 9285 of the Elections Code.

For more information on filing arguments, call the City Clerk’s Office at (925) 779-7009.

The polls will be open Election Day between 7:00 A.M. and 8:00 P.M.


Dated: _____

Arne Simonsen
City Clerk

By: Christina Garcia, Deputy City Clerk

NOTA:
Si desea obtener la versión en Español de este aviso legal, puede solicitar una copia de la misma llamando al Departamento de Elecciones, (925) 646-4166.

STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF MAY 27, 2014

FROM: Steve Duran, City Manager
Lynn Tracy Nerland, City Attorney 

DATE: May 20, 2014

SUBJECT: Business License Tax Ballot Measure

RECOMMENDATION

Receive report on a proposed residential rental business license tax, consider alternatives to the Business License Tax formula and direct staff regarding whether or not to bring back a resolution to place a Business License Tax update on the November 2014 ballot.

The staff recommendation is to work with the proponents of the Business License Tax Initiative to replace the initiative effort with a City sponsored measure as follows:

- Establish that the rental or leasing of real property is a business subject to the City's Business License Tax.
- Approve the existing business license tax rate, but raise the minimum tax to \$100.00 a year for all businesses subject to the gross receipts formula, other than Home Occupation businesses not categorized as "professionals" in the Antioch Municipal Code, for whom the minimum tax will be \$25.00 per year.
- Establish a Business License Tax on the rental or leasing of detached single family dwelling units at \$250.00 per dwelling unit per year.
- Establish a Business License Tax on the rental or leasing of attached multi-family dwelling units at \$150.00 per dwelling unit, including condominiums, cooperatives and apartments.

BACKGROUND

On May 7, 2013, the City Council considered a number of tax measure proposals to help the City fund essential municipal services. The Council ultimately decided to move forward with one tax measure: a sales tax measure to add ½ cent to the existing sales tax for seven years. This measure, Measure C, was passed by the electorate last November. The Council also considered a business license tax on residential landlords, but decided that it would be best to only bring forth the sales tax measure in 2013. The staff report for the May 28, 2013 meeting is Attachment A1 to this report for reference.

Although the sales tax measure is projected to bring over \$4 million a year into the City's General Fund for seven years, there is still a gap in funding the level of municipal services that the community expects and desires. The City Council has currently directed that all Measure C funds go to the Police Department and Code Enforcement, in order to reduce crime and blight conditions in the City. Based on these priorities, and recognizing that other General Fund staffing and operating expenses have been reduced to the very minimum necessary to keep the City functioning, the City is projected to have a structural deficit of approximately \$3 million starting in fiscal year 2016-17 (see Attachment A3).

DISCUSSION

During the past year, discussions have occurred with the proponents of a citizens' initiative to update the Business License Tax ("The Friday Morning Breakfast Club"), and the California Apartment Association (CAA), the main opponent of the proposed measure. On May 13, 2014, the City Council reviewed a staff report (Attachment A) and directed staff to meet with the Friday Morning Breakfast Club, the CAA and the Chamber of Commerce to try to come to a compromise on a Business License Tax update that would raise significant revenues for the City. The City Manager met with the parties on May 19th and there was no progress toward a reasonable compromise. The CAA still opposes any per unit tax on the business of renting or leasing residential dwelling units.

The Chamber of Commerce has indicated that their only concern with staff's recommendations was with the minimum gross receipts tax. On May 20th the Chamber Board voted to approve raising the minimum Business License Tax from \$25.00 per year to \$50.00 per year. The primary reason expressed for supporting \$50.00 rather than \$100.00 was the impact to small, home based businesses, sometimes referred to as "hobby businesses." Staff recognizes the concern of the Chamber members, and has modified the recommendation to address it. As stated above, the new recommendation is to maintain the minimum tax for home based businesses that are not categorized as Professional at \$25.00, while raising the standard minimum gross receipts tax to \$100.00. Staff feels this is a good compromise, while still addressing the City's interest in increasing the minimum business license tax.

Citizens' 2014 Initiative

Currently, there is a citizen's initiative circulating for signatures that would implement a \$240.00 per unit Business License Tax on residential landlords. That tax is estimated to generate annual gross revenue of approximately \$2.76 million, based upon 11,500 units which would need to be confirmed. However, that initiative does not address any other provisions of the business license tax formula (Attachment A2). If sufficient signatures are verified by County Elections, then the Initiative would be presented to the City Council to determine whether to order a report or to place it on the ballot at a future election date determined by the Council.

As previously stated, the California Apartment Association (CAA) is strongly opposed to any unit based tax, regardless of the amount.

Proposed City Sponsored Business License Tax Measure

Business License Tax on Residential Rental Property Owners (Landlords)

The City has not historically collected the existing Business License Tax from owners of single family dwellings that are rented, and this should be remedied for a number of reasons included below.

Staff recommends updating the Business License Tax to include residential rental property owners for two reasons: Need and fairness. Rather than going into the "need" discussion in this report, staff refers to the General Fund budget workshop materials and the financial projections contained in Attachment A3.

In terms of fairness, the leasing or rental of real property is a business and many landlords, especially landlords of single family dwellings, have not been paying any Business License Tax. In addition, the rental or leasing of residential real estate is a unique business; very different from retail and other commercial endeavors in terms of economic benefits to the property owner and to the City.

Residential landlords benefit financially from depreciation for tax purposes while they historically benefit from asset appreciation in reality. Thus they reduce ordinary income for income tax purposes and when they sell, they either pay capital gains taxes at a lower rate than on ordinary income, or they exchange property to defer being taxed on their gains. In either case, a significant part of the financial benefits of renting or leasing real estate is in asset appreciation, which is not subject to the City's Business License Tax.

Commercial landlords have many of the same benefits as residential landlords, but their tenants pay various taxes to the City, including sales tax, business to business tax, and the existing Business License Tax, thus providing more support for City services than residential rental real estate. Commercial real estate, whether leased or owner occupied, also provides jobs for the community beyond the management and maintenance of the property itself.

For these reasons, the business of renting or leasing residential property should be treated differently than other businesses. In addition, detached single family dwellings generally occupy more land, and rent for more money than attached units. If there is a single per unit tax on residential rental units, single family rental units will also contribute less business tax per acre than multi-family units and generally pay a lower portion of their revenues for the Business License Tax. Therefore, detached single family rental units should pay a higher per unit Business License Tax (\$250) than attached multi-family rental units (\$150), as indicated in the recommendation section of this report. This formula could potentially generate annual gross revenue of \$2.27 million, based upon 11,500 total units.

Minimum Business License Tax – Gross Receipts Formula

The minimum Business License Tax on businesses pursuant to the gross receipts formula is currently \$25.00, and has been in place for decades. This minimum is outdated and not in line with other cities. In fact the minimum with the apparent initial business license tax ordinance in 1947 was \$30. The neighboring City of Brentwood has a minimum business license tax of \$100.00, Oakley \$100.00 and Pittsburg \$30.00.

Staff recommends raising this minimum to \$100.00, with the exception of home occupation businesses not categorized as Professional, for whom the minimum tax would be \$50.00. Based on the number of businesses that currently pay less than \$100.00 as a minimum tax, this proposal could generate more than \$100,000 in additional annual gross revenue.

The current gross receipts tax schedule is below:

From:	To:	License Tax is:
\$0	\$20,000	\$25.00
\$20,001	\$1,000,000	\$1.25 per \$1,000
\$1,000,001	And above	\$1,250 plus 20 cents for each additional \$1,000 over \$1,000,000

Ballot Process

State law requires a resolution placing a matter on the ballot to be adopted at least 88 days before the election, and practically the County Elections Division requires even more time. Since the City is taking off the July 8, 2014, regularly scheduled Council meeting, staff recommends wrapping up the necessary actions on any City sponsored ballot measure by June 24th at the latest. It has been determined that unlike the sales tax ordinance, the business license tax initiative will not require two ordinance readings and can be placed before the voters as a resolution. Thus, if the Council wishes to consider placing a measure on the November 2014 ballot, staff could be directed to bring forward the resolution as soon as possible but no later than June 24, 2014. The resolution will require 2/3 vote of the City Council to place it on the ballot (effectively at least 4 of the 5 Council members voting in favor of placing the matter on the ballot).

ATTACHMENTS

- A - Staff Report from May 13, 2014
 - ~ A1 – Staff Report from May 28, 2013 (Revenue Ballot Measures)
 - ~ A2– 2014 Citizens’ Initiative
 - ~ A3 – Staff Report from April 8, 2014 (Budget Session)

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF MAY 28, 2013**

FROM: Jim Jakel, City Manager
Lynn Tracy Nerland, City Attorney

DATE: May 21, 2013

SUBJECT: Revenue Ballot Measures

RECOMMENDATION: The following action is recommended in order for the City Council to consider at its June 11, 2013 meeting a resolution calling a Special Election for November 5, 2013 on a ballot measure to temporarily increase the sales tax by ½ cent for 10 years subject to an independent audit, Citizens' Oversight Committee and annual budget reporting, due to the City's fiscal emergency and need for additional revenue to fund needed City services including police, code enforcement and street repair:

1. Motion to read by title only and introduce the "Ordinance of the City of Antioch Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization" (Attachment A) (two-thirds vote)

ACTION: Motion to provide direction to staff on business license tax options:

1. **Citizens' Initiative:** With the Initiative, the citizens can gather signatures from registered Antioch voters after publishing a notice. If sufficient signatures are verified by County Elections, then the Initiative would be presented to the City Council to determine whether to order a report or to place it on the ballot at a future election date determined by the Council; or
2. **Council Ballot Measure for \$240 business license tax on residential landlords:** Direct staff to work with the Initiative proponent to draft a City Council ballot measure and ordinance that could be structured as follows:
 - a. Confirm (and possibly freeze) current gross receipts business license tax
 - b. Impose tax on residential landlords per the following alternate formula:
 - i. \$ 240 per unit per year for 1 to 25 units
 - ii. \$ 120 per unit per year for 26 to 50 units
 - iii. \$ 75 per unit per year for 51 to 150 units
 - iv. \$ 50 per unit per year for over 150 units; or
3. **Council Ballot Measure on Residential Landlord Business License Tax**—Direct staff to work with all of the stakeholders, including the California Apartment Association, to develop a ballot measure for a landlord business license tax, which would also confirm the current business license tax; or
4. **Council Ballot Measure applying business license tax based on gross receipts to residential landlords:** Direct staff to draft a ballot measure and ordinance to confirm the current gross receipts business license tax formula applicable to all businesses including residential landlords for consideration at the November 2013 election.

BACKGROUND:

Given concerns about service levels in light of the City's significant revenue declines due in part to the national economic recession and housing market crisis, the City Council has been discussing revenue ballot measures at several meetings. In particular, discussions occurred at City Council meetings on February 26, March 12, March 26 and May 14, 2013, along with the Council's budget study sessions. Those staff reports and attachments can be found on the City's website at www.ci.antioch.ca.us. For ease of reference, the City of Antioch Budget Fact Sheets are provided again (Attachment B).

City's Fiscal Challenges

Although the Fiscal Year 2012/13 budget may close "in the black" (expenditures not exceeding revenues), serious budget issues remain:

- The City's General Fund revenues (primarily property tax and sales tax) have dropped almost \$13 million since 2007 (excluding one-time monies). This caused severe cuts to City services and less accessibility to the public given the weekly closures of City Hall. Providing pre-recession services and accessibility would require at least \$11.3 million in additional revenues each fiscal year.
- In Fiscal Year 2014, the City is projected to spend \$3.6 million more than it is receiving in revenues. This results in an "unbalanced" budget and deficit spending, which forces the City to use reserves to meet a minimum level of services. The deficit spending is projected to increase to \$4.7 million in Fiscal Year 2015 resulting in almost no reserves/no fund balance.
- Sound financial practice, as established by the Government Finance Officers Association (GFOA), recommends a fund balance equal to at least two months worth of operating expenditures in order to provide financial stability in times of economic crisis, catastrophic incidents and litigation matters among other things. This is similar to a personal savings account consumers are recommended to have to cover mortgage, insurance, utilities, etc. in times of financial instability due to catastrophic events like job loss, disability, recession, etc. In fiscal year 2014, the City should have at least \$6.6 million in reserves and based on projections, the City will be approximately \$1.3 million short.
- In Fiscal Year 2010, the City's General Fund transferred \$1.5 million in replacement funds set aside to be used to replace the City's aging vehicles and computer systems. Three years later, these funds have still not been re-paid. Repayment of these funds would cause an immediate \$1.5 million loss in General Fund balance/reserves further increasing deficit spending (that is further increasing expenditures over revenue). As a result of this borrowing, replacement of aging vehicles and computer equipment has been deferred, increasing the need for continued maintenance costs in order to extend the useful lives as long as possible.

The City has taken extreme measures to address the \$13 million decrease in General Fund revenues since 2007 and to mitigate increasing budget shortfalls, including:

- operating at 40% staffing reduction through layoffs, retirements and not filling vacancies including the elimination of code enforcement staff, community services officers (CSOs), traffic and other special police units;
- decreasing management salaries and employee work hours through furloughs and reduced overtime for all employees since July 2009;
- increasing employee contributions towards retirement costs and drastically reducing medical after retirement benefits for new employees;
- eliminating employee cost of living increases for the period of 2009 to 2011;
- reducing supply and equipment costs and deferring vehicle and equipment maintenance; and
- reducing funding and services at the Animal Shelter and Recreation Programs.

Despite these significant expenditure cuts through lay-offs, service reductions and furloughs, serious budget issues remain. These budget concerns only intensify if services are restored to meet community needs. These community needs include:

- Violent crime in Antioch increased 30.6 % compared to 2011 and property crime saw a 22.8% increase compared to 2011. The City's overall Part 1 crime saw a 24.2% increase in 2012. Response time to Priority 1 calls saw an over 2 minute increase from 2011 (from 8:57 minutes to 11:04 minutes). The Police Department is currently staffed with 87 officers when it is authorized for 102 officers. The City last had 89 sworn officers back in 1995 when the City population was only 74,925 instead of 103,833 and the calls for service were only 47,677 and not 81,572.
- The City receives an average of 25 calls per week for Code Enforcement services that cannot be returned in a timely manner.
- A 2011 Pavement Management Program Budget Options Report (Pavement Management Update) indicated that the City, with its approximately 700 miles of streets, had a backlog of over \$52,000,000 worth of needed street rehabilitation and maintenance.

Proposed Revenue Measures

Accordingly, the City Council focused on two potential revenue measures for the November 2013 ballot: sales tax and business license tax. Although these measures would be general taxes, their passage would create additional funding for the Council's stated priorities of public safety, community beautification/code enforcement and economic development. It is anticipated that these priorities would at least initially be

accomplished primarily through funding staffing in the Police Department and Code Enforcement. Information regarding Police Department staffing costs has been provided (Attachment C), along with general budget information.

To place a general tax measure on the ballot when there is no City Council Member election, such as November 2013, the City Council must unanimously determine that there is an “emergency” requiring that the tax measure be considered sooner. Although the City’s fiscal year FY 2012-13 budget is expected to close without a deficit, FY 2013/14 budget is currently projected to have a structural deficit of nearly \$3.6 million and that does not include the expense of restoring the services that the community needs. The City has avoided deficit spending the last few years due to staffing vacancies primarily in the Police Department. However, if the City were to recruit police officers quickly enough to fill all of the vacancies in the next fiscal year, expenditures would significantly exceed revenue projections. Authorization of any additional police officer positions would increase this structural budget gap, creating an immediate fiscal emergency because the City would be significantly deficit spending and soon unable to meet its obligations. When that occurs a city goes bankrupt.

Likewise, if the City were to restore the Code Enforcement division to its previous staffing of 11 persons, then there would be an immediate fiscal emergency because reserves would be depleted and the City would be deficit spending and soon unable to meet its obligations. When that occurs a city goes bankrupt.

Likewise, if the City were to repair and replace aging public infrastructure, such as streets, as the community needs and as outlined in the City’s General Plan, Capital Improvement Plan, and Pavement Management Update, there would be an immediate fiscal emergency as all reserves would be depleted and the City would be deficit spending and soon unable to meet its obligations. When that occurs, a city goes bankrupt.

Community Survey

As previously discussed, there are two phases to any revenue measure or what some experts describe as “a two-lap marathon.” The first phase/lap is the City in its general governance role determining whether the community is satisfied with service levels, particularly given comments about police department and code enforcement staffing. Through public meetings, community surveys and dialog, the City Council decides whether to place a revenue measure on the ballot for the voters’ consideration.

To this end, the City Council authorized the City Manager to conduct a professional, statistically correct community survey. The results of the professional telephone survey were presented at the May 14, 2013 City Council meeting. In general, the community is concerned about the lack of City services and particularly police services which make up 67% of the City’s General Fund budget. There was strong support for a sales tax increase for 10 years at both ½ and ¾ cent.

The second phase/lap for a revenue measure after the City Council places it on the ballot is the campaign to support that revenue measure, in which the City cannot advocate for the revenue measure but can provide information. Thus, community members and

stakeholders run that second lap if there is a desire to advocate for the successful passage of the revenue measure and increased services.

Sales Tax Measure

Information regarding a sales tax measure was previously provided to the City Council, including information on estimated projected sales tax revenues (Attachment D) and County-wide sales tax information (Attachment E). Of the 19 cities in the County, Concord, Hercules, Orinda, Pinole, Pittsburg, Richmond and San Pablo already have a sales tax of 9.0% and Moraga and El Cerrito have a sales tax of 9.5%.

At the May 14, 2013 staff meeting, City Council directed staff to prepare a ballot measure and ordinance for a temporary ½ cent sales tax increase for 10 years, subject to an independent audit, Citizens' Oversight Committee (7 Antioch residents) and annual budget reporting.

The California Board of Equalization requires the City Council to introduce and adopt a Sales Tax Ordinance before calling for an election to place it on a ballot. Accordingly, staff recommends that the Council take the first step – introduction of the ordinance – at this meeting. The second step for a future meeting is the adoption of the ordinance (2/3 vote required) and a resolution declaring a fiscal emergency and calling for a Special Election on November 5, 2013 (unanimous vote).

If the voters approve the Ordinance, then the City and Board of Equalization would enter into agreements for the administration of the additional sales tax. Collection of the tax would begin on April 1, 2014.

Business License Tax Measure

Many of the current provisions in the Antioch Municipal Code regarding the business license tax were imposed even before the 1966 Code and should be updated to reflect current uses and laws. Generally, the business license tax is based on the following formula:

\$25 for gross receipts up to \$20,000
 \$1.25 per \$1000 of gross receipts for gross receipts from \$20,000 to \$1 million
 \$1,250 plus \$.20 per \$1000 of gross receipts over \$1 million

There is also a business license application fee set through the Master Fee Schedule. Historically, the tax was imposed on apartment owners. Staff had proposed extending this tax to owners of rentals of single-family residences (e.g. houses, townhouses, condominiums, duplexes, etc.), given that such rentals constitute a business being conducted in Antioch.

A separate Rental Inspection Program was established in 2007 with inspection fees, but was abandoned when the recession forced the layoff of the Code Enforcement division.

Initiative

As mentioned at the last Council meeting, a Notice of Intent to Circulate a Petition for a Business License Tax on Residential Landlords had been filed with the City Clerk (Attachment F). The citizen's Initiative would impose a \$240 per unit, per year business license tax on residential landlords instead of the current gross receipts formula currently used to tax apartment landlords. As required by the California Elections Code, the City Attorney has provided the Initiative's proponent, Mr. Hans Ho, a ballot title and summary. Once the proponent publishes a notice of the Petition in a newspaper of general circulation, the proponent can gather signatures from registered Antioch voters who agree that the Initiative should be placed on the ballot. If sufficient signatures are verified by the County Elections Division, then the Initiative would be presented for the City Council to place it on a future ballot at an election date determined by the Council. The City Council can also ask staff to prepare a report on the Initiative.

Discussions with Initiative Proponent

At the last Council meeting, the Council directed staff to meet with the Initiative's proponent and backers to discuss whether the Initiative language could be melded with a prior staff recommendation to confirm the current gross receipts business license tax formula applicable to all businesses including residential landlords and a general update of the decades-old ordinance provisions.

The backers of the Initiative told City staff that they were adamantly opposed to a more complicated update of the entire business license tax ordinance. However, they were willing to confirm the existing gross receipts formula for the tax (and freeze it for a period of time if desired by the City Council recognizing that increases require voter approval). The backers also wanted to set a dollar amount for the tax, but did agree to a graduated schedule that would be less of an increase from the tax amounts currently imposed on apartments:

- \$ 240 per unit per year for 1 to 25 units
- \$ 120 per unit per year for 26 to 50 units
- \$ 75 per unit per year for 51 to 150 units
- \$ 50 per unit per year for over 150 units

Streamlined language regarding exceptions, implementing rules and process for amendment were also discussed.

Staff has been told by the backers of the Initiative that if the Council places an acceptable compromise measure regarding the business license tax on the ballot, then they will not continue with the efforts to place the original Initiative on the ballot. Otherwise, they intend to gather signatures to place the original Initiative on the ballot. It is expected that the Initiative backers will attend the May 28 Council meeting and the Council may want to confirm this understanding during the public meeting.

Email from the California Apartment Association

The City recently received the attached email from the California Apartment Association (CAA) voicing concerns about the proposed business license tax and a request to be included in the development of a ballot measure (Attachment G). A meeting was held on Wednesday, May 22 involving the City, an Initiative backer and representatives of the CAA. The CAA expressed serious concerns about the business license tax proposed with the Initiative and the compromise. Staff anticipates formal feedback from CAA at the Council meeting on May 28. A list of larger apartment buildings in Antioch is attached (Attachment H).

FINANCIAL IMPACT:

Estimated cost of an election is \$4.75 per registered voter with Antioch having approximately 43,000 voters. A successful ballot measure would raise revenue for the City, but the amount and timing of receipt would depend on the measure.

OPTIONS:

State law requires a resolution placing a matter on the ballot to be adopted at least 88 days before the election and practically the County Elections Division requires even more time. At this time, it appears that the first meeting in July would be the last regular meeting to consider such a resolution, assuming the need for two readings of an ordinance as well.

ATTACHMENTS:

- A. Ordinance of the City of Antioch Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization
- B. City of Antioch Budget Fact Sheets
- C. Estimates of Police Department staffing costs
- D. Estimates of revenue generated by a sales tax measure
- E. Sales tax information for Contra Costa County from the State Board of Equalization's website: <http://www.boe.ca.gov/cgi-bin/rates.cgi>
- F. Initiative filed for circulation
- G. May 17, 2013 email from Theresa Karr of the California Apartment Association
- H. List of larger apartments in Antioch

RECEIVED

FEB 3 2014

CITY OF ANTIOCH
CITY CLERK

INITIATIVE ORDINANCE NO. _____
Approved by the Voters on November ____, 2014

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ANTIOCH
ADDING A LANDLORD RENTAL FEE TO THE CODE OF ORDINANCES

The people of the City of Antioch do ordain as follows:

Section 1. Title. This Ordinance shall be known and referred to as the "Landlord Rental Fee Ordinance."

Section 2. Purpose. This Ordinance is adopted to amend the business license fee for residential landlords.

Section 3. Recitals. It is determined and declared that:

A. Under the Antioch Code of Ordinances as written before enactment of this Landlord Rental Fee Ordinance, residential landlords were assessed an annual business license fee in an amount based on their gross annual income;

B. Subject to cost-of-living adjustments, the highest amount a residential landlord was required to pay was \$1,250 per year (plus 20¢ per thousand dollars of annual income over \$1,000,000);

C. The current general fund balance is well below what is required to provide an adequate level of basic services for the approximately 103,000 people who currently reside in Antioch;

D. For example, the Antioch Police Department is currently unable to afford the additional police officers needed to meet appropriate staffing levels;

E. Rental properties make up approximately 1/3 of the city's housing stock; and

F. Adoption of this Ordinance sets a more realistic fee for the privilege of engaging in the business of renting residential dwelling units in Antioch.

Section 4. Municipal Code Amendment.

The Antioch Municipal Code is hereby amended by adding the Landlord Rental Fee to read in its entirety as follows:

"All those in the business of renting residential dwelling units (e.g. living quarters) shall pay an annual license fee of \$240 per year for each residential dwelling unit they are renting or have available for rent within the city, except for:

(i) the following types of living quarters per Section 9-5.203: hotel or motel (any type), bed and breakfast inn, family care home, family day care home (big and small), hospital, residential convalescent facility, senior housing and senior group housing; (ii) living quarters which must be exempt as a matter of law, if any; and (iii) living quarters which the city council reasonably determines to be substantially similar in nature to one of the exempted living quarters listed above. The finance director may promulgate administrative policies and procedures to effectively assess this fee."

Section 5. Effective Date.

This Ordinance shall go into effect ten (10) days after the date on which the election results are declared by the City Council.

Section 6. Construction.

To the maximum extent authorized by law, this Ordinance shall be interpreted in a manner consistent with the right of initiative reserved to the people by the California Constitution. Without limiting the foregoing, nothing in this Ordinance is intended nor shall be construed to supersede, diminish or otherwise conflict with applicable requirements of state or federal law.

Section 7. Future Amendments.

Pursuant to article II, section 10(c) of the California Constitution, the provisions contained in this Ordinance may be amended by a four-fifths vote of the City Council only to the extent such amendments further or expand the intent and objectives set forth in this Ordinance. All other amendments or any proposed repeal of the provisions contained in this Ordinance may only occur by majority vote of the citizens.

Section 8. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that determination of invalidity shall not affect other provisions or application of the Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable. The voters of the city hereby declare that they would have adopted this Ordinance and each portion thereof regardless of the fact that an invalid portion or portions may have been present in the Ordinance.

ADOPTED by the vote of the people of the City of Antioch on November __, 2014 at a General Municipal Election as certified by the City Council of the City of Antioch on the ____ day of _____, 2014, this Ordinance is effective beginning 10 days thereafter on _____, 2014.

ATTEST:

City Clerk of the City of Antioch

STATE OF CALIFORNIA)
CONTRA COSTA COUNTY) SS
CITY OF ANTIOCH)

I, Arne Simonsen, City Clerk of the City of Antioch, DO HEREBY CERTIFY that the foregoing Ordinance was adopted by the voters of the City of Antioch as an initiative measure at an election held on November ____, 2014, as certified by the City Council of the City of Antioch on ____th day of ____, 2014, and that this Ordinance is effective beginning ten days thereafter on ____, 2014.

City Clerk of the City of Antioch

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL FOR
CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Dawn Merchant, Finance Director

Reviewed by: Steve Duran, City Manager

Date: April 1, 2014

Subject: Budget Development Fiscal Years 2014-16

RECOMMENDATION

Provide direction and feedback to staff regarding the budget information provided.

SUMMARY

This study session continues the budget study session from March 25, 2014 centering on budget development for the General Fund, Recreation Fund, Prewett Water Park Fund and Animal Control Fund.

BACKGROUND AND DISCUSSION

The City is projecting a significant structural deficit over the next several years and is on a course to deplete General Fund reserves. The use of all Measure C funds for Police Services and Code Enforcement as directed by the City Council does not address this issue and, in fiscal year 2016-17, the level of deficit spending is projected to be \$2.7M, reducing the General Fund reserve to \$4.45M. The budget projections presented in Attachment A show the reserves running dangerously low in fiscal year 2018-19 and fully depleted in 2019-20. The projections are based on a 4% per year increase in costs and a 5% per year increase in revenues after fiscal year 2016-17. The 2016-17 costs include increases in PERS for changes in actuarial assumptions that are being phased in over five years and are projected to increase PERS rates an additional 1.5% for Miscellaneous and 2.5% for Safety beyond the normal estimated rate increases. These cost estimates do not include additional potential health premium increases due to the new regions PERS is considering for the health plans. No financial impact information has been provided by PERS at this time, but if these new regions are approved we know that the rates will be higher starting January 1, 2015.

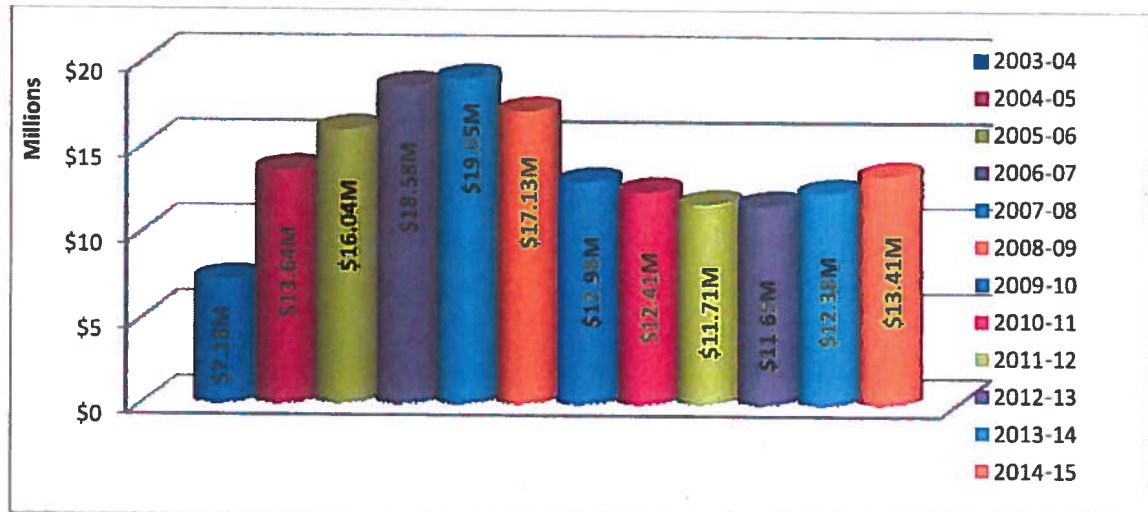
Staff does not recommend any deficit spending. However, given the direction on the use of Measure C funds, it is essential to at least slow the pace of deficit spending. Staff's recommended budget slows the pace of deficit spending by using any increases in non-Measure C sources of revenue to reduce the structural deficit. This is a very optimistic approach, hoping that the City can buy enough time for the current wave of development applications to bring forth development that will increase property tax, sales tax and Measure C revenues significantly enough to avoid significant lay-offs about three years down the road. Attachment A to this report shows the impacts of deficit spending on future budgets and projecting the depletion of the

General Fund reserve. It also compares projected balances to the recommended minimum unassigned fund balance equivalent to two months of operating expenditures to provide a level of financial stability and cash flow. The minimum balance is recommended by the Government Finance Officers Association, an organization that provides financial and accounting guidance to government entities.

At the study session on the 25th, several items were discussed by the City Council and requested to be brought back with more information. Specifically:

- 1) Property Tax revenue history prior to fiscal year 2006-2007 to reflect what the City was receiving before the “bubble”. The history demonstrates that the City needs more development to increase our property tax and assessed values still have not returned to pre-recession levels. Please see the chart below for fiscal years 2003-04 through 2014-15:

Property Tax History 2003-04 through 2014-15



The chart reflects a significant increase in property tax revenues from 2003-04 to 2004-05. On August 5, 2004 the governor signed SB 1096, Chapter 211, Statutes of 2004 which reduced the Vehicle License Fee (VLF) rate from 2% to .65%. When this reduction was instituted, the difference was replaced with a like amount in the form of additional property taxes to cities. Fiscal year 2004-05 was the first year of receiving this “Property Tax in Lieu of VLF” , which accounts for some of the large increase shown above. The amount received under this formula increases annually in proportion to the growth in assessed valuation in the jurisdiction. Fiscal year 2014-15 includes the first year of revenue from the Northeast Annexation, estimated at \$450,000 in this first year representing 50% of the annual estimate due to the timing of when the annexation was completed. Building permits issued prior to 2007 were as follows:

Building Permits Issued

Calendar Year	Single Family Units	Multi-Family Units
2004	124	140
2005	350	
2006	172	40
2007	154	
Total	800	180

- 2) Overtime costs incurred by City staff as a result of being on furloughs. Total General Fund non-police department overtime incurred in fiscal year 2012-13 was \$32,199. Departments have indicated that the time is attributable to both furlough and non-furlough reasons and it is difficult to segregate out the cost attributable to each.
- 3) Information on the repercussions of not paying for library maintenance costs. Staff is still researching this question and will provide information at the meeting on the 8th if available; otherwise it will be brought back at a future meeting.
- 4) Police sworn staffing was 82 thirty days prior to the November election.
- 5) Total personnel cost of all police sworn and non-sworn staffing hired in the last four months. Seven Police Officers and one CSO have been hired since November 1st. Current annual salary and benefit costs are \$1,024,585 for the seven Officers and \$98,975 for the CSO. However, there has also been salary savings which have occurred through attrition, with 6 total sworn positions having separated since November 1st.
- 6) How many Officers could the Police allocated Measure C revenue fund? We are projecting \$4,325,847 in Measure C revenue allocation to the Police Department in fiscal year 2014-15. The amount of Officers this could fund varies on the step the Officer would come in as (A, B, C, etc.), whether they are a "classic" or "PEPRA" PERS employee, what extra compensation the Officer may receive, and what level of benefit coverage they are entitled to. For purposes of this analysis to make it as least complicated as possible, we used the salary of a lateral Officer at Step E receiving the highest level of extra compensation and benefits possible (educational, senior Officer, family cafeteria benefits) and then lateral Step C and a new Officer at Step A for a comparison range (based on fiscal year 2014-15 budgeted salary costs). The cost does not include costs that may be incurred for shift differential, field training, standby pay, holiday pay, bilingual pay or additional overtime. These additional costs could increase the cost per Officer. Each new Officer also has hiring costs that are paid for recruitment/background, uniform and safety equipment. The breakdown of these costs is itemized on the next page.

Hiring Cost Item	Amount for Lateral Hire	Amount for Entry Level Hire
Polygraph/Background/Psychological/Medical	\$3,550	\$3,550
Uniform	1,700	1,700
Academy Uniform	0	380
Academy Tuition	0	4,385
Salary & Benefits for Academy Student	0	39,335
FTO additional salary (8 wks lateral/20 new)	1,255	3,055
Safety & Other Equipment	4,610	5,380
Total Cost Per Hire	\$11,115	\$57,785

This next table details the total cost per officer with hiring costs, and how many positions that equates to.

Officer level & Salary	Total Hiring Costs	Total Cost per Officer	Potential # of Officers
Step E, lateral = \$208,850	\$11,115	\$219,965	19
Step C, lateral = \$192,445	11,115	203,560	21
Step A, new = \$154,400	57,785	212,185	20

It is important to note that such a significant increase in the amount of officers may require additional senior sworn staff, vehicles, equipment, support staff, etc. which are not accounted for in the table above and will impact the number of Officers that can ultimately be hired as the funds may need to be directed to other staffing and equipment needs besides just the hiring of patrol officers.

- 7) A static General Fund base budget is being proposed for the Police budget because the General Fund is running a significant structural deficit. Since all Measure C funds are going to increase Police and Code Enforcement spending, any non-Measure C revenue increases are being used to reduce that deficit.
- 8) Costs for all staffing proposals outlined on March 25th.
 - In accordance with the existing labor agreements, Antioch Police Sworn Management Association (AP SMA) and Antioch Police Officers Association (APOA) salary increases are projected at 3% effective September 1, 2014 at a budgeted cost of \$514,220. The cost may be higher or lower depending on the analysis of the four city formula done at that time. The minimum salary increase will be 2% and the maximum 4.25%. Council would have to direct the City's labor negotiators to request AP SMA and APOA to open their contracts in order to discuss forgoing this increase. There is a Re-opener Clause in the AP SMA agreement, so only a written request to meet and confer would be required. The APOA agreement does not contain a Re-opener Clause, and would therefore require the consent of the bargaining unit to initiate discussions.
 - Reclassification of Human Resources Director to Administrative Services Director to reflect work assignments. This results in additional costs of \$8,805 (of which

\$4,904 is annual salary and the remainder is benefit costs). Although this job classification and salary range would need to be established, the proposal is to establish the range at the same level as the Finance Director.

- Reclassification of Administrative Analyst in Economic Development to Economic Development Program Manager to reflect work assignments. This results in additional costs of \$16,716 (of which \$4,190 is annual salary and the remainder is benefit costs). However, this classification will be exempt from overtime, creating a savings to offset some of these costs. This job classification and salary range would need to be established so the actual cost could be more depending on the salary range. The cost represents the salary equivalent of a Senior Planner, Step D, in the Management Bargaining Unit.

The following matrix outlines all staffing adjustments proposed that fall under the umbrella of Community Development with the total net impact to the budget.

Community Development Staffing Proposals

Description	Cost/(Savings)
Associate Planner	\$113,780
Contract for Northeast Annexation (savings to offset Associate Planner)	(112,520)
Reclassification of Secretary to Community Development Technician	3,773
Chief Building Official (remove funding - existing employee continue to perform some duties)	(153,320)
20% of Deputy Director of Community Development to Code Enforcement - Measure C funding	(33,700)
Parks & Recreation Director*	214,625
Recreation Supervisor (remove funding)	(103,740)
Recreation Specialist (remove funding)	(93,970)
Aquatics Maintenance Worker	87,195
Recreation Coordinator	65,500
Part-Time Help reductions (Recreation/Waterpark staffing)	(105,345)
Net Savings of all Staffing Proposals	(\$117,722)

*Job classification and salary range would need to be established therefore the cost figure is an estimate only

As demonstrated above, the staffing adjustments proposed in Community Development actually result in a net savings to the City of \$117,722 overall. Adding the above noted costs of the reclassifications outside of Community Development, the net savings to the City remains **\$92,201**.

- 9) The cost of a Business License Representative at Step A would be \$73,600. Staff does not feel the potential increase in fees from being able to more thoroughly enforce collections would offset the cost of this position as the base business license fee is only \$25. However, staff feels it may be more cost effective to outsource collection efforts to a company that could find undiscovered business licenses. These companies charge a fee based on what is collected and fees typically range from 30-40% of collected revenues.

PROJECTIONS

Since the meeting on the 8th, a few adjustments have been made to the 2014-15 proposed budget figures; the estimate for earthquake insurance was increased to \$150,000, reduction of the library maintenance cost to \$112,082 based on a letter received from the County, costs for OES training, adjustment of lighting and landscape transfers based upon the draft engineers report, as well as some other minor adjustments. As in the past couple of budget years, the budget also assumes that the City continues to provide reduced maintenance levels for trails and paths throughout the City, including recreational trails, bike paths, parks, and the trail at the Marina and along the river waterfront. The City could close these trails and paths to avoid possible liability, but Council has given prior direction to keep these trails and paths open despite declining levels of maintenance given the immunities provided by the Government Claims Act for trails and paved walkways. Language, the same included in the prior year budget resolution, will be in the resolution on June 10th memorializing this assumption.

Chart A reflects an update to the chart provided at the previous meeting showing June 30, 2014 revised, June 30, 2015 proposed and projections for 2015-16 and 2016-17 budget for the General Fund. Chart B reflects the proposed Police Department budget with the addition of Measure C funding and Attachment A to the staff report is a projection for the General Fund going out to 2021-22. Assumptions for 2017-18 and beyond assume a 5% increase in revenues and a 4% increase in expenditures annually.

CHART A

	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017
Projected Fund Balance July 1,	\$10,109,883	\$7,887,249	\$8,087,590	\$7,138,029
Revenues:				
Taxes	28,382,304	29,659,478	30,526,663	31,463,673
Taxes – Measure C	0	4,489,747	4,579,540	4,762,722
Licenses & Permits	1,161,006	1,157,500	1,157,500	1,177,500
Fines & Penalties	45,112	35,100	35,100	40,000
Investment Income & Rentals	495,415	498,510	503,410	512,680
Revenue from Other Agencies	348,450	452,000	532,000	580,476
Current Service Charges	1,950,871	2,146,880	2,160,148	2,167,215
Other Revenue	866,610	824,040	854,040	614,040
Transfers In	3,734,473	3,761,471	3,783,898	3,839,376
Total Revenues	\$36,984,241	\$43,024,726	\$44,132,299	\$45,157,682
Expenditures:				
Legislative & Administrative	1,121,493	640,039	654,284	636,019
Finance	36,964	38,700	43,180	38,213
Nondepartmental	624,361	782,349	801,470	848,945
Public Works	5,976,206	6,211,567	6,305,767	6,424,241
Police Services	27,956,371	27,923,456	27,900,169	31,321,130
Police Services – Measure C	0	3,291,110	5,452,327	4,592,090
Police Services – Animal Support	490,900	523,815	547,102	563,515
Recreation/Community Services	799,390	830,002	846,796	872,200
Community Development	2,201,190	2,419,447	2,368,815	2,374,973
Code Enforcement – Measure C	0	163,900	161,950	170,632
Total Expenditures	\$39,206,875	\$42,824,385	\$45,081,860	\$47,841,958
Net	(2,222,634)	\$200,341	(\$949,561)	(\$2,684,276)
Projected Fund Balance June 30,	\$7,887,249	\$8,087,590	\$7,138,029	\$4,453,753
Committed for Police Services – Measure C	0	1,034,737	0	0
Committed for Compensated Absences	98,586	115,000	115,000	115,000
Committed for Litigation Reserve	500,000	500,000	500,000	500,000
Unassigned Reserve %	19.71%	14.96%	14.78%	8.50%

CHART B

Police Department Measure C Funding			
	Police Budget FY15	Police Budget FY16	Police Budget FY17
13/14 Baseline Budget	\$28,447,271	\$28,447,271	\$28,447,271
Measure C projection	4,325,847	4,417,590	4,592,090
Measure C carryover	0	1,034,737	0
Budget Allotment	32,773,118	33,899,598	33,039,361
Proposed/projected	31,738,381	33,899,598	36,476,735
Difference under/(over) budget	\$1,034,737	\$0	(\$3,437,374)

While we are projecting a balanced budget in the next fiscal year, expenditures are projected to grow at a quicker pace than anticipated revenues causing deficit spending in fiscal year 2015-16, with the trend continuing in 2016-17 and beyond. It is imperative to be cognizant of the projected deficits in all budget decisions made to ensure the General Fund remains financially stable to avoid future severe cuts to services which are already at bare minimum levels.

There are a few items Council direction is still needed on regarding the General Fund budget:

- Earthquake Insurance for Council Chambers, City Hall and Police Facility at an estimated cost of \$150,000 (included in budget projections in Chart A and Attachment A).
- Library facility maintenance at an estimated cost of \$112,082 (included in budget projections in Chart A and Attachment A).
- Proposed staffing adjustments.

NEXT STEPS

Staff will be bringing forth budgets for remaining funds of the City for Council deliberation. The final budget document will be brought for Council approval on June 10th.

ATTACHMENT

- A. General Fund Projections

ATTACHMENT A

General Fund Projections

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Beginning Fund Balance	\$10,109,883	\$7,887,249	8,087,590	\$7,138,029	\$4,453,753	\$2,113,683	\$154,166	(\$1,385,868)	(\$2,464,747)
Total Revenues	36,984,241	43,024,726	44,132,299	45,157,682	47,415,566	49,786,344	52,275,661	54,889,444	57,633,916
Total Expenditures	39,206,875	42,824,385	45,081,860	47,841,958	49,755,636	51,745,861	53,815,695	55,968,323	58,207,056
Surplus/(Deficit)	(2,222,634)	200,341	(949,561)	(2,684,276)	(2,340,070)	(1,959,517)	(1,540,034)	(1,078,879)	(573,140)
Ending Fund Balance	\$7,887,249	\$8,087,590	\$7,138,029	\$4,453,753	\$2,113,683	\$154,166	(\$1,385,868)	(\$2,464,747)	(\$3,037,887)
Committed	598,586	1,649,737	615,000	615,000	615,000	115,000	0	0	0
Unassigned Fund Balance	\$7,288,663	\$6,437,853	\$6,523,029	\$3,838,753	\$1,498,683	\$39,166	(\$1,385,868)	(\$2,464,747)	(\$3,037,887)
Recommended minimum unassigned fund balance*	\$6,534,479	\$7,137,398	\$7,513,643	\$7,973,660	\$8,292,606	\$8,624,310	\$8,969,283	\$9,328,054	\$9,701,176
over/(under)	\$754,184	(\$699,544)	(\$990,614)	(\$4,134,907)	(\$6,793,923)	(\$8,585,144)	(\$10,355,150)	(\$11,792,801)	(\$12,739,063)

*The Government Finance Officers Association recommends cities maintain unassigned fund balance/reserves equal to at least two months of operating expenditures.



Contra Costa/Napa Solano

May 20, 2014

Honorable Mayor Wade Harper
And City Council Members
City Hall 3rd & H Street
Antioch, CA 94509

Re: City of Antioch Proposed Business License Tax on Residential Landlords

Dear Mayor Harper and City Council Members:

This letter is in response to the city's proposal and initiative to amend the city's business license tax ordinance. CAA Contra Costa/Napa Solano does not oppose a fair and equitable city business license tax increase. We do not oppose a biased solution to providing \$2.8M in additional revenue to the city. We participated in several meetings with city staff and other stakeholders. We participated in several meetings to consider several options for a broad business license tax option. We also put the first draft of a base option followed by the gross receipt schedule on the table in several meetings. None of our broad based business license tax options were accepted by the Antioch Chamber because they were opposed to any changes in the current business license tax gross receipts tax schedule. The citizens' group accepted none of the ideas because they could not produce a \$2.8M plan to match their Residential Landlord Tax Initiative.

Attachment B-4

We understand the citizens' of Antioch's misconception that those who conduct renting single-family homes have not equitably contributed to the community because they did not previously pay a business license tax. Taxes the city lead them to believe they did not owe. We don't understand why now the entire residential rental housing industry should be punished and held responsible for disproportionate lost and future business tax revenue.

The city staff report from the May 13, 2014 City Council Meeting defines the leasing or rental of residential real estate as a unique business very different from retail and other commercial endeavors in terms of economic benefits to the landlord and city. This is not an accurate definition. The financial benefits are similar for residential and commercial investments. Home occupations pay various taxes to the city including sales tax. Rental property owners provide affordable housing for tenants (residents) that live, work and shop in your community and pay



4.02
05-27-14

taxes including sales tax. Residential rental properties, like commercial properties employ employees for management and maintenance, which includes salaries, employee taxes and benefits. They purchase products and hire local vendors which provide jobs for other businesses located within the city and they pay taxes including sales tax. They are not unlike other commercial businesses. To impose a business license tax on residential rentals at 150 to 500% higher than any other business in the city is not justified. Using the proposed base business license tax the property asset appreciation will become property asset depreciation. If our calculations are correct, in many cases it will decrease property values, eliminate exchanges and decrease profits in property sales. Ultimately it will result in thousands of lost dollars in property taxes.

We want to continue to provide clean, safe, habitable and affordable housing and continue to work with the city and invest in the city's future. City services are important to our businesses and our clients but the rental housing business should not be held financial hostages for providing city-wide services.

We understand the Antioch Chamber of Commerce withdrew their objection to any business license tax increase accepting a \$100 base tax. This is still far from representing any equality in the business license increase, especially since the owner of one single-family home falls into this tax bracket and will pay \$150 more. We respectfully ask that you consider a broad based fair business license tax before you place a new business license tax amendment on the 2014 November ballot.

Sincerely,



Theresa M. Karr/on behalf of the Antioch members
Executive Director
CAA Contra Costa Napa Solano Division

Tmk

cc: Steven Duran, City Manager
Lynn Tracy Nerland, City Attorney

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL FOR
CONSIDERATION AT THE MEETING OF JUNE 10, 2014**

Prepared by: Dawn Merchant, Finance Director

Approved by: Steve Duran, City Manager

Date: May 29, 2014

Subject: Adoption of the 2014-15 Budget

RECOMMENDATION

Approve the Resolution of the City Council of the City of Antioch Approving and Adopting an Operating Budget Fiscal Year 2014-15, Appropriating the Funds Necessary to Meet the Expenditures set Forth Therein, Revising the Fiscal Year 2013-14 Operating Budget and Determining not to Purchase Earthquake Insurance for City Hall and the Police Facilities building.

SUMMARY

The draft 2014-15 Budget Document is provided for Council review and approval. There have been several study sessions since March 2014 on different sections of the budget. Prior staff reports and minutes are available at: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.htm>. The document before Council is the culmination and incorporation of all the feedback and direction provided by Council.

DISCUSSION

The purpose of this agenda item is to approve the FY2014-15 Operating Budget and the revised FY2013-14 Operating Budget.

Balancing the City's budget has been a challenging task the last few budget years as economic recovery continues to be slow. We have been successful in making tough choices and conscientious spending decisions in order to remain solvent while providing essential services to the community. We have been slowly rebuilding the General Fund to a projected ending fund balance of approximately \$8.4M at June 30, 2014, which is still approximately \$3.5M lower than pre-recession levels.

The road that lies ahead through the next two budget cycles will be an equally challenging task, as revenues are not projected to keep pace with increasing expenditures. We are projecting a 5% increase in property tax and 1.8% increase in sales tax (exclusive of Measure C), yet we continue to struggle to regain an adequate revenue base to provide a full array of services to our residents. The City was successful in passing Measure C in November 2013 for a half-cent increase in sales tax; however, the City Council has directed 100% of Measure C funds to Police Services and Code Enforcement. Thus this money does not address the structural deficit in the General Fund which becomes blaringly apparent in fiscal year 2016-17 as we project our revenues and expenses.

Although we are projecting to close fiscal year 2015 with a balanced budget and a slight surplus of \$2,914 to add to our reserves, this is only due to the unspent portion of Measure C funds we are projecting totaling \$1,201,204. If the Measure C funds were not technically part of the General Fund (although tracked separately to ensure they go to Police Services and Code Enforcement), the General Fund would actually be deficit spending by \$1,198,290. We find ourselves with the potential of outpacing our revenues once again by \$810,596 in fiscal year 2015-16 with a significant increase in the deficit in fiscal year 2016-17. This underscores the absolute need to grow revenues in order to be able to continue to provide quality basic services.

Since the budget was last presented to Council in a recent workshop, the following updates have been made and are reflected in Chart A:

- Removal of budget for earthquake insurance for City Hall and the Police Facility as directed by Council due to the high cost.
- Removal of funding for library maintenance of the downtown library facility which is owned by Contra Costa County.
- Addition of one more CSO position in the Police Department to be funded with Measure C at a cost of \$95,951.
- Change of Measure C funded position in Police Department from Senior Administrative Assistant to Administrative Analyst 2 (as presented to City Council at the study session held on March 25th) at additional cost of \$23,365.
- Purchase of vehicle for additional code enforcement position to be funded with Measure C. This was not included in the original Code Enforcement Measure C budget discussed on March 25th.
- Purchase of 3 police patrol vehicles budgeted at a total cost of \$120,000 to be funded with Measure C.
- Addition of \$500,000 in projected Measure C revenues to be received for fiscal year 2013-14. As we do not have an estimated amount from our Sales Tax consultant, we are budgeting a conservative amount and reflecting this to be committed at the end of the fiscal year and added to the Police Department budget allocation in fiscal year 2014-15.

General Fund Reserves/Fund Balance

The City's reserve policy for the General Fund states that unassigned fund balance will be a minimum of 10% with a goal of maintaining a level of 15% of General Fund operating revenues. Since 2010, we have been able to successfully meet or exceed the percentage levels through significant cuts to staffing, the continued implementation of furloughs, and other cost cutting measures.

While this is good news, it is important to note that the percentages can be misleading as they are based on lower revenue levels of approximately \$43M in fiscal year 2015 as compared to \$47M in fiscal year 2007 before the recession. The City has been providing services with less staffing and less operating expenditures, and this is very challenging and has meant substantial deferments of significant maintenance and administrative projects. The fiscal year 2015 projected unassigned fund balance percentage is 15.36%. While this percentage actually exceeds the targeted 15% level, the Government Finance Officers Association (GFOA) recommends that cities maintain reserves equal to at least two months of operating expenditures. Based on fiscal year 2015 projected expenditures, unassigned reserves should be equal to at least \$7,173,911. Projected unassigned ending fund balance at June 30,

2015 is \$6,609,967 which is \$563,944 short of the minimum it should be. We must build our reserves to not only spend within our means and provide better levels of services, but to plan for the future and have a stable base to face unforeseen circumstances. Most importantly, a budget should not only be balanced, but sustainable.

With the adoption of this budget, the following commitments of General Fund fund balance are reflected in the budget document and resolution adopting the budget:

- Litigation/Insurance reserve of \$500,000.
- Measure C half cent sales tax revenues shall be committed to Police and Code Enforcement services as follows:
 - Code Enforcement – In an amount necessary to fund one contract code enforcement officer and any necessary equipment and 20% of the Deputy Director of Community Development dedicated to Code Enforcement services; and
 - Police Services – In an amount equal to the total projected Measure C revenue in any given year less the amount allocated to Code Enforcement. The amount will be added to the “base” General Fund appropriation for Police Services as determined in each budget year to determine the total Police Services appropriation in any given fiscal year. Expenditures will be first applied to the General Fund appropriation amount and then Measure C revenue/appropriation. In a fiscal year in which the total actual expenditures are below the total appropriation, the amount of the difference will be considered Measure C savings and committed for use in the next fiscal year.
- Mandated Liabilities Reserve – Reserves for compensated absences will be committed at 5% of the total compensated absences liability provided in the previous year’s annual audit.

Summary of General Fund Budget

Chart A on the next page provides a summary of the revised fiscal year 2013-2014 budget, the proposed 2014-15 budget and projections for fiscal year 2015-16 and 2016-17.

CHART A

	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017
Projected Fund Balance July 1,	\$10,109,883	\$8,423,257	\$8,426,171	\$7,615,575
Revenues:				
Taxes	28,382,304	29,659,478	30,526,663	31,463,673
Taxes – Measure C	500,000	4,489,747	4,579,540	4,762,722
Licenses & Permits	1,161,006	1,157,500	1,157,500	1,177,500
Fines & Penalties	45,419	35,100	35,100	40,000
Investment Income & Rentals	495,415	498,510	503,410	512,680
Revenue from Other Agencies	349,218	452,000	532,000	580,476
Current Service Charges	1,969,428	2,146,880	2,160,148	2,167,215
Other Revenue	871,312	845,695	865,695	625,695
Transfers In	3,734,473	3,761,471	3,783,898	3,839,376
Total Revenues	\$37,508,575	\$43,046,381	\$44,143,954	\$45,169,337
Expenditures:				
Legislative & Administrative	1,120,731	654,975	652,686	651,972
Finance	36,964	38,700	43,180	38,213
Nondepartmental	586,361	426,257	518,780	543,875
Public Works	6,002,976	6,208,234	6,295,178	6,418,049
Police Services	27,956,371	27,925,706	27,900,169	32,317,712
Police Services – Measure C	0	3,599,643	5,618,794	4,592,090
Police Services – Animal Support	490,900	521,565	547,102	563,515
Recreation/Community Services	799,390	830,040	847,896	873,333
Community Development	2,201,508	2,649,447	2,368,815	2,374,973
Code Enforcement – Measure C	0	188,900	161,950	170,632
Total Expenditures	\$39,195,201	\$43,043,467	\$44,954,550	\$48,544,364
Net	(1,686,626)	\$2,914	(\$810,596)	(\$3,375,027)
Projected Fund Balance June 30,	\$8,423,257	\$8,426,171	\$7,615,575	\$4,240,548
Committed for Police Services – Measure C	500,000	1,201,204	0	0
Committed for Compensated Absences	98,586	115,000	115,000	115,000
Committed for Litigation Reserve	500,000	500,000	500,000	500,000
Unassigned Reserve %	19.53%	15.36%	15.86%	8.03%

Chart B on the next page shows the Police Department budget with Measure C funding with the updates outlined previously. In 2014-15, the Police Department budget is projected to be \$1,201,204 under the total budget allotment. This difference is reflected as “Committed for Police Services – Measure C” in Chart A above in fiscal year 2014-15, indicating that the fund balance is unavailable for other purposes and being carried forward into fiscal year 2015-16 to be added to the Police Department budget in that fiscal year. Fiscal year 2014-15 includes funding for 97 sworn positions and 2.5 additional non-sworn positions. Fiscal year 2015-16 includes funding for 100 sworn positions and fiscal year 2016-17 includes funding for 104 sworn positions.

CHART B

Police Department Measure C Funding			
	Police Budget FY2014-15	Police Budget FY2015-16	Police Budget FY2016-17
13/14 Baseline Budget	\$28,447,271	\$28,447,271	\$28,447,271
Measure C projection	4,300,847	4,417,590	4,592,090
Measure C carryover	500,000	1,201,204	0
Budget Allotment	33,248,118	34,066,065	33,039,361
Proposed/projected	32,046,914	34,066,065	37,473,317
Difference under/(over) budget	\$1,201,204	\$0	(\$4,433,956)

Specific details of this budget and all remaining funds of the City can be found in the draft budget document provided in Attachment 2.

Other Items

A new summary table has been added to the budget (page 52 in Attachment 2) detailing annual purchase orders and/or contracts over \$50,000 which by their nature are excluded from bidding in the City's purchasing policy (i.e., proprietary, multiple small item purchases, etc). Per the City's purchasing policy, a contract for services or purchase of goods over \$50,000 must be approved by the City Council. While these items are included in the budget totals provided, in order to reflect explicit approval of each individual purchase order and/or contract, a list is provided to demonstrate compliance with City policy. Goods or services in which the City goes out to bid that are \$50,000 and above will continue to be presented to Council for approval on an individual basis as they arise.

A commitment of fund balance has been added to the budget resolution (Attachment 1) related to the Medical After Retirement funds of the City. As outlined in a previous study session, these funds are required to be re-classified as Special Revenue Funds from their previous Internal Service Fund types. Accounting rules, GASB 54 specifically, requires that Special Revenue Fund types must have revenue sources and balances either restricted (by a legal mandate such as a grant), committed (which is done via City Council ordinance or resolution) or assigned (by the City Manager or designee) for specific purposes. The budget resolution commits the use of these funds for post employment benefits and administration of the plans.


OPTIONS

1. Adopt the FY2014-15 budget and revised FY2013-14 budget as recommended.
2. Adopt the FY2014-15 budget and revised FY2013-14 budget with modifications as approved by Council.

ATTACHMENTS

1. Resolution of the City Council of the City of Antioch Approving and Adopting an Operating Budget for Fiscal Year 2014-15 and Appropriating the Funds Necessary to Meet the Expenditures Set Forth Therein, Revising the Fiscal Year 2013-14 Operating Budget and Determining not to Purchase Earthquake Insurance for City Hall and the Police Facilities building.
2. Draft Fiscal Year 2014-15 Operating Budget

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF June 24, 2014**

Prepared by: Brian Nunnally, Economic Development Program Manager 
Approved by: Steve Duran, City Manager 
Date: June 18, 2014
Subject: One Partial-Term Appointment for One Vacancy on the Economic Development Commission (EDC)

RECOMMENDATION

It is recommended that the City Council receive and file the attached application, and the Mayor appoint and Council approve the appointment of one commissioner.

BACKGROUND INFORMATION

There was one applicant for the current recruitment cycle to fill a partial-term vacancy created by a resignation. The partial term expires June 2017.

Mayor Harper and I interviewed the applicant on June 18, 2014. The applicant is Joseph Adebayo.

FINANCIAL IMPACT

None.

OPTIONS

- Appoint the applicant
- Do not appoint the applicant and request that Staff re-advertise the vacancy

ATTACHMENTS

A: Candidate Application

RECEIVED

JUN 10 2014

**CITY OF ANTIOCH
CITY CLERK**

JOSEPH ADEBAYO

**APPLICATION TO SERVE ON
ECONOMIC DEVELOPMENT COMMISSION**

Submitted: June 10, 2014



APPLICATION DEADLINE: 5:00 p.m. Thursday, June 12, 2014

ECONOMIC DEVELOPMENT COMMISSION - Commissioner

One (1) Partial-Term Vacancy (Expires June 2017)

Print Your Name JOSEPH O. ADEBAYO
 Address [REDACTED] GOLETA CT. City ANTIOCH
 ZIP Code 94531 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]
 E-Mail Address [REDACTED]
 Employer BENCHWORTH, INC.
 Address [REDACTED] A ST, STE 220 City ANTIOCH
 Occupation CPA- CERTIFIED PUBLIC ACCOUNTANT
 Years lived in the City of Antioch 10 YEARS

List the three (3) main reasons for your interest in this Appointment:

- (1) REVITALIZATION OF REVERTOWN DISTRICT FOR ECONOMIC ACTIVITIES.
- (2) NEED TO IDENTIFY ALTERNATIVE INCENTIVES NECESSARY TO ATTRACT MAJOR BUSINESSES TO ANTIOCH THAT WILL CREATE JOBS.
- (3) NEED FOR POLICIES/EVENTS TO HELP LOCAL BUSINESSES GROW.

Have you attended any meetings of this commission? NO.

Have you had any previous City community service on this commission? (If yes, please explain) NO.

What skills/knowledge do you have that would be helpful in serving on the commission for which you are applying? I AM A BUSINESS OWNER AND A CPA WITH EXPERIENCE IN STRATEGIC PLANNING, MARKETING, POLICY FORMULATION AND BUSINESS DEVELOPMENT. MY GRADUATE DEGREE IS IN BUSINESS MANAGEMENT.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application:

THE ECONOMIC DEVELOPMENT AND GROWTH OF BUSINESSES WITHIN THE CITY OF ANTIOCH HAVE BEEN OF GREAT CONCERN FOR ME SINCE 2006. I BELIEVE THE TIME HAS COME FOR ME TO CONTRIBUTE MY IDEAS, TIME, AND BENEFITS OF WHATEVER KNOWLEDGE AND BUSINESS RELATIONSHIPS I HAVE TO STIMULATE ECONOMIC ACTIVITIES IN ANTIOCH AND MAKE THE CITY MORE COMPETITIVE WITHIN THE DELTA.

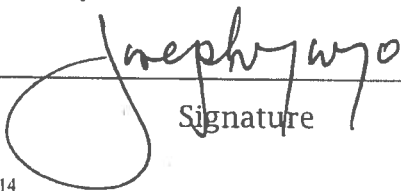
Please read the attached general information regarding boards and commission so you are aware of the duties, time and frequency of meetings. Can you attend meetings for this commission at the designated times? YES

**Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

Please note that this completed application is available for public review.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

Deliver or mail to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

06/10/14
Date

BIOGRAPHY OF JOSEPH O. ADEBAYO



Joseph O. Adebayo

The son of a commercial photographer, Joseph Adebayo was born in Nigeria and grew up drawing and painting before he left for college to study accountancy. After his training in public accounting, he went to work for a finance and investment house in Lagos and rose to the position of Senior Manager and Head of Operations and Finance before relocating to the United States in December of 1995.

Mr. Adebayo co-founded Management Functions, Inc., a full-service public accounting corporation with two other colleagues in fall of 2004. During the prior 8 years, he worked in various finance, accounting and management positions in the semi-conductor, hi-tech, and healthcare sub-sectors of the economy. In addition to being a CPA, Mr. Adebayo is a certified member of the Project Management Institute. He holds an MBA degree from Heriot-Watt University in Edinburgh, United Kingdom, and the fellowship of the Institute of Chartered Accountants of Nigeria.

Joseph and his family relocated to the City of Antioch in 2003. He is a past president and treasurer of the East County Branch of the National Association for the Advancement of Colored People (NAACP). He is the current Board Chairman of the Center for Education and Information Services (CFEIS) and was recently elected Vice President of Oduduwa Heritage Organization both of which are California public benefit corporations.

He is married with a daughter.

JOSEPH O. ADEBAYO, MBA, PMP, FCA, CPA

HIGHLIGHTS

Joseph is the President and CEO of Benchworth, a full service public accounting practice located in Antioch, California. He is a citizen of the United States of America and has over 10 years of experience in auditing, taxation and tax management, and more than 11 years of risk related solutions and business process expertise. He has a solid background in the design, review, upgrade, training, and documentation of computerized financial accounting system. He is actively involved in the community and well respected by his peers. He is a result-driven leader.

EDUCATION AND CERTIFICATIONS

CPA - Certified Public Accountant, licensed by the State of California Board of Accountancy

FCA - Fellow of the Institute of Chartered Accountants of Nigeria

PMP - Certified Project Management Professional, Project Management Institute, Pennsylvania

MBA - Edinburgh Business School, Heriot-Watt University, Scotland, United Kingdom

HND - The Polytechnic, Ibadan, Nigeria

PROFESSIONAL EXPERIENCE

President/CEO/Owner

BENCHWORTH, INC., Antioch, California

01/2012 to Present

CONCORD MANAGEMENT GROUP, Antioch, California

12/2007 to 12/2011

(Office of Certified Public Accountant & Management Consultant)

- Maintain existing business relationships, explore and develop new opportunities
- Research complex accounting issues, technical guidelines and standards (SEC, FASB, EITF, SOP, GAAP, etc.), and make presentations to clients' managements
- Conduct review and audit of financial statements
- Manage mergers and acquisitions and review working papers for assurance engagements
- Perform tax compliance and planning duties for individuals, businesses, estates, trusts, and associations
- Handle corporate filings for new and existing businesses and not-for-profit organizations
- Provide off-site project management and corporate controller services
- Recruit, develop, coach and mentor staff, and attend to licensing and compliance matters

Co-owner/Managing Director (self-employed)

MANAGEMENT FUNCTIONS, INC, San Ramon, California

05/2004 to 11/2007

(Office of Certified Public Accountants & Management Consultants)

- Worked on and completed several Section 404 of Sarbanes-Oxley Act (SOX) compliance engagements
- Prepared financial statements and SEC filings regarding Acquisitions (Form S-4), Annual Reports (Form 10-K), Quarterly Reports (Form 10-Q), and Public Equity Offerings (Form S-1)
- Evaluated several systems of internal control and made recommendations for improvement
- Performed Revenue Recognition Review in accordance with relevant literature-SOP 81-1, SOP 97-2, SAB 101, SAB 104, and EITF 00-21, and conducted financial Due Diligence in Mergers and Acquisitions

Client: BEARINGPOINT (an offshoot of KPMG)

- A global management and technology consulting company headquartered in Northern Virginia with clients in government and industry in 60 countries. Reviewed revenue recognized on contracts, and projects in accordance with appropriate revenue recognition statements, bulletins, and guidelines

Client: SUNWORLD AIRLINES

- Performed financial due diligence for the acquisition of a regional airline with headquarters in the mid-western part of the United States. Reviewed summary of earnings for the past 5 years and the most recent audited financial statements filed with the Department of Transportation, identified key trends compared to industry averages. Reviewed files for significant contracts and earnings agreements. Prepared a 12-month cash flow projection and checked for consistency with historical results and past accounting treatments

Client: ACCRETIVE SOLUTIONS (formerly Horn Murdock Cole)

- Project - Pre-SOX Documentation and Testing of Key Controls for Seagate Services an arm of Seagate Technologies with headquarters in San Jose California. Revised project scope to accommodate changes made by the client. Identified Seagate Technologies entity-wide and division level controls that are in scope for SRS and eVault. Matched key controls to existing processes. Prepared SOX narratives from available procedures and information gathered during the interview stage. Tested key controls: Entity-level controls, and controls relating to the Order-to-Cash cycle
- Project - Sarbanes-Oxley Act Section 404 Documentation and Testing for FOX Hollow Technologies situated in Redwood City California with focus on Entity Level Controls; SEC Reporting; Investment and Cash; Invoicing and Receipts; ESPP, Deferred Compensation, and Stock Options; Cash Disbursement and Capital Expenditure; Accounting Close; Inventory Valuation; Commitment and Contingencies; Tax Compliance; Payroll - PTO, 401-K; Commission and Bonus; Travel and Entertainment; and Hiring, Review, Discipline, and Termination of employees

Client: HORN MURDOCK COLE

- Project - Process Improvement Audit for Scientific Learning Corporation, an award-winning skill-building multi-million dollars software company located in Oakland California with focus on making the financial close process more effective to support a more timely and accurate financial reporting time-table. Deliverables include process documentation, control assessment, gap analysis, internal control testing, and recommendations
- Project - Performed Forensic Audit on Procure to Pay cycle at the Mountain View California headquarters ACTEL Corporation, a leading supplier of Field Programmable Gate Arrays (FPGAs) based on Flash and antifuse technologies. Projects deliverables include recommendations that saved the client from huge loss of valuable assets through unauthorized procurements
- Project - SOX implementation (documentation and testing) project for Ditech Communications, a \$100m Telecom Equipment company and AVANEX, a \$160m leading global provider of Intelligent Photonic Solutions for fiber optics communications networks headquartered in Silicon Valley Northern California. Deliverables include documentation of operating controls, writing of test plans and testing of key controls

NEW WAVE RESEARCH, INC, Fremont, California

03/2003 to 04/2004

Senior Accountant/Interim Controller

- Acted as controller for 6 months supporting operations and providing leadership to personnel
- Supervised payroll, cost accounting, accounts receivable, payable, and general ledger
- Managed month-end close process, liaised with external CPAs, and prepared audit schedules
- Prepared test plans for the implementation of ERP software and documented processes
- Prepared consolidated financial reporting package and managed R&D projects

- Designed new financial reporting system for the Shanghai office and trained personnel

CLARENCE WHITE

Certified Public Accountant, Richmond, California

08/2002 to 02/2003

Staff Auditor

- Audited not-for-profit organizations and HUD assisted programs in accordance with GAAS, GAGAS, guidelines of OMB Circular A-133 and the Single Audit Amendments
- Audited cash, accounts receivable and revenue, accounts payable, prepaid assets and deposits, capital leases, accounting controls, payroll, property, plant and equipment (PP&E), sales, and inventory
- Conducted research into client-related issues and management inquiries

HEALTHCENTRAL.COM, Emeryville, California

05/2001 to 10/2001

Senior Accountant

Supervised a team of 4 with responsibilities for general accounting and cash management. Prepared financial reporting package for management, maintaining the Chart of Accounts, and supported CPA audits. Consolidated business acquisitions and annual forecasts, ensured compliance with GAAP and SEC guidelines. Managed month-end close and supported SEC filing of Forms 10-Q, 10-K, and 8-K.

- Developed reports and flux statements using Financial Statement Generator - FSG
- Consolidated the fixed asset sub ledgers and maintained it for all changes
- Compiled company-wide accounting policies and documented financial processes
- Managed Sales and Use Tax reporting, and accounted for prepaid and accrued expenses

WAFERSCALE INTEGRATION, INC., Fremont, California

12/1996 to 03/2001

Accountant

Supervised 6 accountants at international branches. Managed month end close, inter-company reconciliations, and consolidation of financial statements. Assisted with year-end CPA audits. Maintained fixed assets ledger, and computed sales rep commission. Interacted with Engineering Community over R&D expenditure and assisted with stock administration. Prepared Sales and Use tax returns, forecast, and other duties as delegated by the Corporate Controller and CFO.

- Transferred operations data and assisted with process understanding during the transitioning of WSI activities to ST Microelectronics in 3Q2000
- Set up and tested GL, AR, and AP modules during implementation of Oracle Rel.11SC

OTHER PROFESSIONAL EXPERIENCE

KENNETH MICHAEL & CO. Lagos, Nigeria

10/1991 - 11/1995

Group Head - Operations & Finance*Corporate Finance, Petroleum and Energy Consultants*

UNIVERSAL RUBBER COMPANY, Ibadan, Nigeria

10/1989 - 09/1991

Senior Accountant*Repair, retreading, and sales of tires*

BISI DAWODU & CO. Ibadan, Nigeria

08/1988 - 09/1989

Audit Senior*Office of Chartered Accountants*



BOARDS AND COMMISSION VACANCY ANNOUNCEMENT

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

Seven (7) Committee Member Vacancies

4 Vacancies for a 4-year term

3 Vacancies for a 2-year term

A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax at the November 5, 2013 Consolidated Election.

Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of public safety and code enforcement. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.

The Committee shall meet at least three times during its first year and at least twice during subsequent years. The meetings will be public.

The Sales Tax Citizens' Oversight Committee shall consist of seven members who shall be Antioch residents. The terms of the Committee members are staggered with four openings for a 4-year term and 3 openings for a 2-year term. At least one member of the Committee shall have a financial, accounting or auditing background. The City Council's resolution regarding the appointment of the Committee members and more specific duties of the Committee is attached. The Committee will be appointed by the Mayor and approved by the City Council.

Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

To be considered for this volunteer position, a completed application must be received in the office of the City Clerk no later than

5:00 p.m., Thursday, January 16, 2014.

An application is available at www.ci.antioch.ca.us and at the City Clerk's Office.

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE MEETING
OF JUNE 24, 2014**

Prepared by: Lynn Tracy Nerland, City Attorney 
Ron Bernal, Public Works Director/City Engineer 

Approved by: Steve Duran, City Manager

Date: June 16, 2014

Subject: **PG&E Gas Pipeline Pathways Project**

RECOMMENDATION

It is recommended that the City Council:

1. Receive the presentation from Pacific Gas & Electric ("PG&E") regarding its Gas Pipeline Pathways Project and the staff report;
2. Authorize the City Manager to enter into a written agreement or otherwise obtain written assurances of the verbal commitments made by PG&E representatives not to remove or trim trees or contact private property owners until further discussions are held with City staff and other stakeholders and a resolution has been agreed upon; and
3. Provide other direction, particularly as to PG&E's replacement of removed trees and compliance with mitigation and other requirements under Antioch's Tree Preservation and Regulation Ordinance for "Protected Trees" (established indigenous trees, street trees, mature and landmark trees).

DISCUSSION

PG&E's Pathways Project

According to literature provided by PG&E, Pipeline Pathways is a project intended to improve the safe operation and access to PG&E's natural gas transmission pipelines. In 2013, PG&E began a survey of its 6,750-mile natural gas transmission system that included checking the area above their pipeline (right-of-way or easement) for any structures or vegetation, which can interfere with the operation of their system.

Through Antioch, the project involves over 12 miles of gas transmission pipelines with 36 project areas. The vegetation work to be performed involves the removal of 328 trees, 265 bushes and the trimming of 6 trees/bushes. Of the vegetation to be removed, 281 trees and 238 bushes are on private property; and 47 trees and 27

bushes on public/franchise property. The City's Tree Preservation Ordinance identifies certain trees that are deemed "protected" by size, location or species. Of the trees proposed for removal by PG&E, 109 are protected and 219 are not protected.

Under Pipeline Pathways, PG&E has indicated that it is working with property owners, both private and public, to remove these items, restore the area above the pipeline and ensure the right-of-way/easement remains readily accessible. PG&E has met with City staff to begin discussions on the Pathways Pipeline to trim and remove trees and remove improvements up to 14 feet of either side of its gas pipelines as shown in PG&E's materials (Attachment A). The Pathways Pipeline has been discussed in newspaper articles, including one titled "Contra Costa Democrats, Republicans join to oppose PG&E plan to cut trees." (Attachment B). A chart shows PG&E's tree removal in the County as of March 19, 2014. (Attachment C).

At a meeting with City staff on April 24, 2014, PG&E representatives indicated that it had identified trees, for removal within in the City of Antioch on both public and private property as part of the Pathways Pipeline. PG&E has yet to provide the definitive list or map of trees for removal, but has committed verbally not to remove or trim trees or contact private property owners until future discussions are held with City staff and other stakeholders. No structures have been identified for removal.

At the City Council meeting on May 13, 2014, the City Council approved Resolution No. 2014/42 (Attachment D) indicating that the City appreciated the concerns about gas pipeline safety, but requested that PG&E refrain from any tree removal activities in the City under its Pathways Pipeline, whether from public or private property, until:

- a. Discussions are held with all stakeholders to discuss appropriate alternatives and mitigation measures to achieve the goals of all stakeholders; and
- b. PG&E complies with all federal, state and local laws and the City's permitting process particularly as to "Protected Trees" in the Antioch Municipal Code (established indigenous trees, street trees, mature and landmark trees).

City's Tree Removal Regulations

In 1994, the City adopted a Tree Preservation Ordinance located in Article 12 of Chapter 5 of Title 9 of the Antioch Municipal Code (Attachment E) to regulate the removal of trees "with the goal of retaining as many trees as possible while recognizing individuals' property rights," and in particular protecting mature trees and native species trees have a profound aesthetic beauty and are a key component of the ecosystem in Northern California.

A permit is required to remove a "protected tree" which includes: a mature tree (at least 26 inches in diameter), landmark tree (at least 48 inches in diameter or 40 feet in height); all street trees and all indigenous trees (Blue Oak, Valley Oak, Coast Live Oak, Canyon Live Oak, Interior Live Oak, California Buckeye and California Bay). Mitigation for the removal of trees is required including replacement trees.

Concerns with the PG&E's Pathways Project

While agreeing with the importance of gas pipeline safety, cities have raised engineering and legal concerns about this project including:

1. Are tree root issues actually an issue with gas pipelines, and if so, what about root barriers and other engineering solutions other than removing trees and deforesting cities?
2. If the reason for the project is PG&E's desire to be able to inspect its easements from the air, are there other solutions short of removing trees?
3. What legal authority does PG&E have to force the removal of trees under its public and private easements, franchise agreements and PUC regulations?
4. Could some trees be saved by re-aligning the pipeline or considering other engineering solutions?
5. If trees must be removed, what mitigations under CEQA and City ordinances will PG&E provide, particularly for heritage/landmark trees? Depending on where trees are removed, there could be a shocking visual impact.

These concerns are not unique to Antioch; nor are concerns that that PG&E started to remove trees in other communities without considering city ordinances or State environmental laws. Letters between the City of Concord and PG&E show that Concord is seeking a 3:1 mitigation per tree removed at an estimated cost of \$1245 per tree and reimbursement of staff time (Attachment F). PG&E and the City of Walnut Creek have already entered into an interim agreement (Attachment G).

Private Property Owners

Cities are concerned with possibly unnecessary tree removal within both the public right-of-way and on private property. Property owners may not be aware of their own property rights in relation to this project or the owner's responsibility to ensure that any tree removal on private property by PG&E and/or its contractors is done in accordance with the requirements of the City's tree removal regulations.

The City has already sent a letter to various tree removal and tree trimming companies who may do work in Antioch to remind them of their responsibilities to obtain a tree removal permit before removing any protected tree. (Attachment H)

FINANCIAL IMPACT

It is documented that trees add value to property, as well as provide shade, oxygen and habitat for birds and animals. If the City or private property owners are left replacing trees that PG&E removes, the burden could be great.

OPTIONS

1. Not direct the memorialization of PG&E's verbal commitments or provide alternative direction to staff.

ATTACHMENTS

- A. PG&E's materials
- B. Contra Costa Times articles regarding the PG&E Pipeline Pathways project
- C. Expected Tree Removal in the County as of 3/19/14
- D. City of Antioch Resolution 2014/42
- E. Antioch Municipal Code provisions regarding tree removal
- F. Letters between the City of Concord and PG&E
- G. PG&E and City of Walnut Creek Agreement
- H. Example of a letter to Tree Removal and Tree Trimming Companies



Pipeline Pathways Keeping Safety on the Map

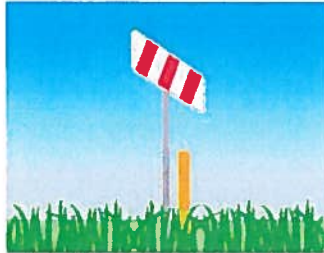
PG&E is building a safer, stronger natural gas system. In addition to our ongoing pipeline safety initiatives, here is a step-by-step guide to how we are ensuring ready access to our pipelines now and into the future.

1 High-precision Mapping



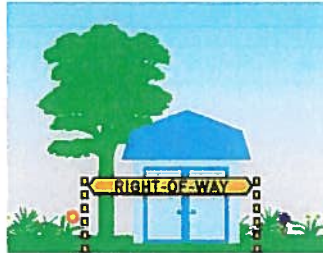
We've conducted a comprehensive survey of our 6,750-mile natural gas transmission pipeline system using GPS mapping technology. The result is a more precise pipeline map, which will allow us to better serve our customers, enhance our ongoing pipeline safety programs and work more efficiently with first responders.

2 Marking for Safety



Pipeline markers indicate the location of the underground pipe and are a reminder to use extra care around gas transmission pipelines. We're replacing damaged or aging pipeline markers and, in some cases, installing new markers throughout our service area.

3 Checking the Area Above Our Pipelines



We're checking the area above our gas pipeline (also known as the right-of-way) for items like sheds, patios, trees and certain vegetation, which can interfere with our ability to maintain, inspect and safely operate the system. Rights-of-way create a shared responsibility between PG&E and property owners to maintain the area above the pipeline.

4 Reaching Out to Local Governments



We're meeting with state, federal and local officials to discuss our program for improving access to our pipelines. It is common for gas pipelines to travel beneath franchise and city-owned property, such as streets and parks. We are working with city officials to remove items above the pipeline and discuss compatible landscape restoration.

5 Communicating with the Neighborhood



If we notice any items in the area above the pipeline on private property, we're contacting owners directly and working together throughout every step of the process. When work is taking place along city streets or public areas, we're reaching out to neighbors in advance and ensuring they're aware of the project.

6 Working Cooperatively



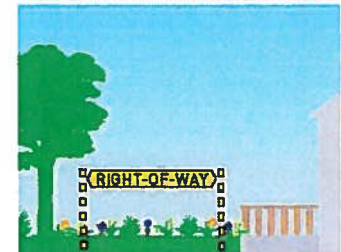
PG&E depends on ready access to the area above the pipeline in order to safely operate the system. When structures, trees or certain vegetation are located in the area above the pipeline, we work cooperatively with the property owner to discuss necessary removals and restoration options.

7 Restoring the Area Above Our Pipeline



Throughout our work, we access property with care and respect. We know how important trees are to residents, the community and the environment. When a tree must be removed for safety reasons, we work with the owner to restore the area with compatible landscaping.

8 Improving Pipeline Safety



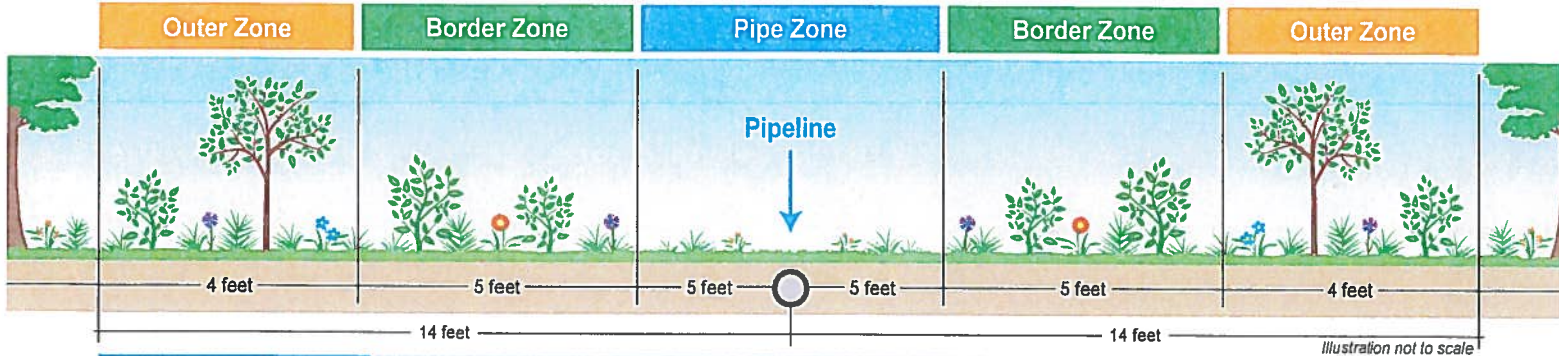
Going forward, as part of our regular inspections, we'll be sharing information with property owners, providing ongoing education and partnering with communities to help build awareness around compatible uses near critical infrastructure. Please see the reverse side for more information.



Pipeline Pathways

Guide to Safe Landscaping Near Gas Pipelines

PG&E depends on ready access to the area above our natural gas transmission pipelines to safely operate the system. While structures and trees should not be placed directly above the pipeline, there are a variety of landscaping options that work well near the pipe. The following is a list of plant types that are compatible in certain locations, or zones, around the pipeline. By choosing the right plant for the right area, you can add to the natural beauty of your home while helping protect the safety of the pipeline. Please note the suggested plant list is not all-inclusive.



Pipe Zone

Lawns, flowers, low-profile grasses and low-growing herbaceous plants are permitted within the Pipe Zone. See the list below for plant suggestions.

- | | | | | |
|--|--|---|---|---|
| African Daisy
(<i>Osteospermum fruticosum</i>) | Candytuft
(<i>Iberis sempervirens</i>) | Lamb's Ears
(<i>Stachys byzantina</i>) | Santa Barbara Daisy
(<i>Erigeron karvinskianus</i>) | St. Johnswort (<i>Hypericum coris</i>) |
| Aptenia (<i>Aptenia cordifolia</i>) | Dymondia
(<i>Dymondia margaretae</i>) | Lily of the Nile (Dwarf)
(<i>Agapanthus spp.</i>) | Scabiosa (<i>Scabiosa spp.</i>) | Stoncrop (<i>Sedum spp.</i>) |
| Blue Eyed Grass
(<i>Sisyrinchium bellum</i>) | Gazania (<i>Gazania spp.</i>) | Phormium (Dwarf)
(<i>Phormium tenax 'Tiny Tiger'</i>) | Snow-in-Summer
(<i>Cerastium tomentosum</i>) | Thyme (<i>Thymus spp.</i>) |
| Blue Fescue
(<i>Festuca glauca</i>) | Hen and Chicks
(<i>Echeveria spp.</i>) | | Society Garlic
(<i>Tulbaghia voilacea</i>) | Woolly Yarrow
(<i>Achillea tomentosa</i>) |

Border Zone

Small to medium shrubs with a trunk or main branch less than 8" in diameter at full maturity are permitted within the Border Zone. Diameter is measured at chest height. See the list below for plant suggestions.

- | | | | | |
|---|---|---|---|--|
| Agave (<i>Agave spp.</i>) | Daffodil (<i>Narcissus</i>) | Geranium
(<i>Pelargonium spp.</i>) | Lantana
(<i>Lantana camara</i>) | Rockrose (<i>Cistus spp.</i>) |
| Aloe (<i>Aloe spp.</i>) | Deer Grass
(<i>Mulenbergia rigens</i>) | Heavenly Bamboo
(<i>Nandina domestica</i>) | Lavender
(<i>Lavendula spp.</i>) | Rosemary
(<i>Rosemannus officinalis</i>) |
| Australian Rosemary
(<i>Westringia fruticosa</i>) | Dusty Miller
(<i>Senecio cineraria</i>) | Indian Hawthorne
(<i>Rhaphiolepis spp.</i>) | Manzanita
(<i>Arctostaphylos spp.</i>) | Russian Sage
(<i>Perovskia atriplicifolia</i>) |
| Barberry (<i>Berberis Spp.</i>) | Forsythia
(<i>Forsythia x intermedia</i>) | Juniper (Dwarf)
(<i>Juniperus spp.</i>) | Mexican Sage Brush
(<i>Salvia leucantha</i>) | Sagebrush (<i>Artemisia spp.</i>) |
| Bearded Iris (<i>Iris</i>) | Gaura (<i>Gaura lindheimeri</i>) | Kangaroo Paw
(<i>Anigozanthos spp.</i>) | Mountain Mahogany
(<i>Cercocarpus betuloides</i>) | Sage (<i>Salvia spp.</i>) |
| Boxwood (<i>Buxus spp.</i>) | | | | |
| Coreopsis (<i>Coreopsis spp.</i>) | | | | |

Outer Zone

Large shrubs and small trees with a trunk less than 36" in diameter at full maturity are permitted within the Outer Zone; however, if space allows, we recommend planting trees at an even greater distance from the pipeline. Diameter is measured at chest height. See the list below for small tree suggestions.

- | | | | | |
|--|--|---|--|--|
| Big Sagebrush
(<i>Artemisia tridentata</i>) | Desert Willow
(<i>Chilopsis linearis 'Warren Jones'</i>) | Holly Oak
(<i>Quercus ilex</i>) | Oleander
(<i>Nerium oleander</i>) | Southern Flannel Bush
(<i>Fremontodendron mexicanum</i>) |
| California Lilac
(<i>Ceanothus spp.</i>) | Fremontia
(<i>Fremontodendron</i>) | Magnolia, Little Gem
(<i>Magnolia grandiflora x 'little gem'</i>) | Palo Verde, Sonoran
(<i>Cercidium praecox</i>) | Tamarisk
(<i>Tamarix parviflora</i>) |
| California Buckeye
(<i>Aesculus californica</i>) | Grevillea
(<i>Grevillea rosemarinifolia</i>) | Manzanita
(<i>Arctostaphylos manzanita</i>) | Photinia (<i>Photinia spp.</i>) | Toyon
(<i>Heteromeles arbutifolia</i>) |



Be Safe. Dig Safe.

Before you begin any landscaping work, always call **811** at least two business days in advance. With one free call to **811**, PG&E will send a crew that can mark our underground gas and electric facilities before you begin work, helping you plan a safe project.

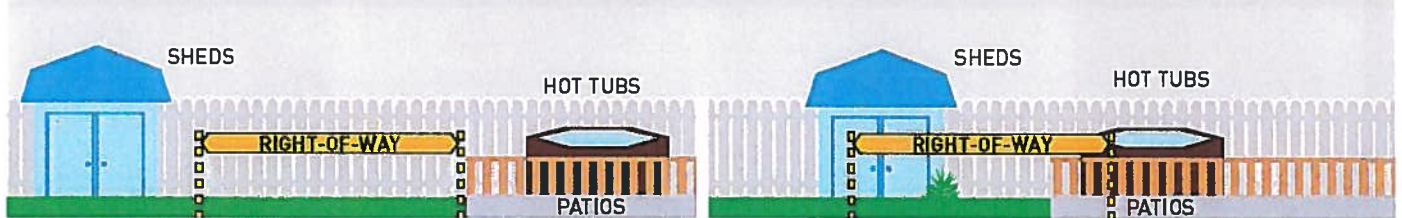
The above list includes water-wise plants suited for most California climate zones, however each location is different. PG&E makes no representation or guarantee that these plants are suitable for every location. Please consult your local nursery for more information. If there is an electric powerline on or near your property, there may be additional land use restrictions. Please take care to consult any easement agreement you may have for your property or call PG&E at: 877-259-8314.

How You Can Help Maintain the Area Above the Pipeline

Property owners are an important partner in helping PG&E operate a safe and reliable natural gas transmission system. While PG&E regularly inspects, tests and patrols its transmission pipelines, property owners are responsible for keeping the area above the pipeline readily accessible. The following are basic guidelines regarding compatible uses above the gas transmission pipeline. For more specific guidance, we encourage you to contact us at [1-877-259-8314](tel:1-877-259-8314).

Structures

Buildings and structures such as storage sheds, room additions, overhangs, pools and decks can interfere with PG&E's safe operation of the pipeline. Please note the list below is only a guide and not all-inclusive.



Compatible Uses

Vinyl, wood and/or chain link fences may cross the pipeline if there are no fence posts installed within five feet of either side of the pipeline.

Incompatible Uses

- Buildings or storage sheds
- Brick, concrete or block walls and fences
- Pools, hot tubs or wells
- Patios, decks or gazebos
- Sport Courts
- Other impermeable hard surfaces
- Storage of heavy equipment

Trees and Vegetation

Certain trees and large shrubs in the area above the pipe can interfere with PG&E's safe operation of the pipeline and their roots have the potential to impact the pipe.



Compatible Uses

Low-lying vegetation, including flower beds, an assortment of lawns, grasses, mosses, low-growing herbaceous shrubs, vegetable gardens and other plants generally work well in the area above the pipeline.

Incompatible Uses

Trees, shrubs and plants with a woody stem, such as manzanita and juniper bushes, should not be located above the pipeline.

For More Information

PG&E is here to help. If you are unsure if there is a gas pipeline on your property, or if you are considering a construction or landscaping project, for the safety of you and your community, please call us at [877-259-8314](tel:877-259-8314) and be aware of any PG&E facilities or land use restrictions.

Know what's below. Call before you dig.

If you plan on doing any digging, such as planting a tree or installing a fence, please call **811** before you dig. With one free call to Underground Service Alert (USA) at least two working days in advance, PG&E will send a crew to mark the underground gas and electric facilities before you begin work, helping you to plan a safe project.





Frequently Asked Questions

What is Pipeline Pathways?

As part of PG&E's continuing commitment to building a safer, stronger natural gas system, we are working cooperatively with property owners and municipalities to improve the safe operation and access to our natural gas transmission pipelines. A clear pathway above the pipeline allows PG&E to better maintain, inspect and safely operate the system. In 2013, as part of a program known as Pipeline Pathways, PG&E began a comprehensive survey of our 6,750-mile natural gas transmission system. The survey included checking the area above our pipeline (also called a right-of-way) for any structures or vegetation, such as sheds, patios and trees, which can interfere with the safe operation of the system. Under Pipeline Pathways, PG&E is now working with property owners to remove these items, restore the area above the pipeline and ensure the right-of-way remains readily accessible.

Where will PG&E be working as part of this program?

PG&E's 6,750-mile natural gas transmission pipeline system runs throughout most of California. We'll be working in all communities where we've identified properties with structures or incompatible vegetation above the pipeline. This includes residential, commercial, industrial and agricultural properties, as well as franchise, city-owned and public areas, such as street medians, sidewalks and parks.

How can property owners or residents find out if a PG&E natural gas transmission pipeline runs under their property?

Most private properties do not have an underground natural gas transmission pipeline on their property. Property owners are encouraged to check if they have an underground natural gas transmission pipeline on their property by 1) reviewing a copy of their title report and looking for references to PG&E, utilities, easements, rights-of-way, land use restrictions, or other language that may restrict certain land uses on or near the property, 2) looking for upright yellow pipeline markers or flat medallions on the ground or sidewalk on or near their property, and by 3) contacting the PG&E Land Management Department at **1-877-259-8314**, or searching the online Gas Transmission Pipeline Map at www.pge.com/pipelinelocations.

What is a pipeline right-of-way?

The right-of-way is the area of land above the pipeline that PG&E uses to maintain, inspect and safely operate the pipeline. Rights-of-way are a common and important aspect of safely maintaining underground infrastructure. PG&E, like most utilities and municipalities, depends on accessible rights-of-way free of structures or certain vegetation.

What is an easement?

Easements agreements are recorded documents that remain in effect when a property is transferred to new owners. They create a shared responsibility between PG&E and the property owners to maintain the area above the pipeline. An easement agreement includes language that restricts certain uses within the right-of-way and ensures PG&E's ability to access the area to maintain, inspect and safely operate the pipeline. The easement language can usually be found during a title search of documents related to the property.

Where can property owners get a copy of the easement agreement for their property?

Typically, a title report will identify any pipeline easements that pertain to a property. Property owners can get a copy of the easement by contacting their County recorder's office. PG&E can also help owners locate a copy of their agreement by contacting the PG&E Land Management Department at **1-877-259-8314**.

What types of uses are incompatible in the area above the pipeline?

Items like sheds, gazebos, trees and other structures or certain vegetation located in the area above the pipeline can interfere with PG&E's ability to safely operate the system. If property owners are concerned that a structure or tree on their property might be located over the pipeline, please contact the PG&E Land Management Department at **1-877-259-8314** for more information or to schedule a property visit.



Pipeline Pathways Keeping Safety on the Map

Certain structures, hardscapes and vegetation should not be placed above the pipeline, including:

- Buildings, structures and foundations
- Brick, concrete or block walls and fences
- Storage sheds, gazebos and decks
- Overhanging roofs and balconies
- Swimming pools and wells
- Patios, sport courts or other impermeable hard structures
- Storage of flammable materials or heavy equipment
- Trees, shrubs or plants with woody stems

Please note the above list is only a guide and not all-inclusive.

Is all vegetation incompatible in the area above the pipeline?

Trees, large shrubs, and plants with a woody stem, such as manzanita and juniper bushes, can interfere with PG&E's safe operation of the pipeline and their roots can damage the underground pipe. Some types of low-lying vegetation do work well in the area above the pipeline, including flower beds, an assortment of lawns, grasses, mosses, low-growing herbaceous shrubs, vegetable gardens, row crops and other plants.

What happens when PG&E finds structures or vegetation above the pipeline?

It is common for our gas pipelines to travel underground and beneath private, public and city-owned properties. When PG&E finds structures or incompatible vegetation above the pipeline, we contact owners directly and work cooperatively to address the items in a manner that is respectful and reasonable. When removal work is taking place along city streets or public areas, we're reaching out to neighbors in advance and ensuring they're aware of the project.

If PG&E needs to remove a tree from above the pipeline, will it be replaced?

Yes, as part of Pipeline Pathways, PG&E is offering replacement trees in the area outside the right-of-way. In addition, PG&E is working cooperatively with property owners to restore the area disturbed by the removal work and offer a variety of landscaping options.

Who will pay for the cost of removing structures or vegetation from the area above the pipeline?

For residential property owners, PG&E will typically pay to remove, relocate or provide reasonable replacements during the Pipeline Pathways program. These costs will be paid for by our shareholders, not our customers. In most cases, commercial property owners will be responsible for the removal of any incompatible structures and vegetation located above the pipeline, although we will work with commercial property owners on a case-by-case basis to determine the best course of action for each property. In the future, all property owners will be responsible for keeping the area above the pipeline readily accessible.

What steps will PG&E take in the future to help ensure ready access to the pipeline?

Going forward, as part of PG&E's regular inspections, we'll be sharing information with property owners, providing ongoing education and partnering with communities to help build awareness around safe uses near critical infrastructure.

How can people learn more about PG&E's pipeline safety programs?

To learn more about PG&E's efforts to maintain ready access to the pipeline, please visit www.pge.com/pipelineaccess or call the PG&E Land Management Department at **1-877-259-8314**. For more information about PG&E's ongoing pipeline safety and enhancement programs, including leak surveys, pipe strength testing, pressure regulation, camera inspections and valve automation, please visit www.pge.com/pipelinesafety.

Contra Costa Democrats, Republicans join to oppose PG&E plan to cut trees

ATTACHMENT B

By Elisabeth Nardi and Lisa P. White Contra Costa Times Contra Costa Times
Posted: Thu May 15 07:19:13 MDT 2014

ContraCostaTimes.com

Staff Writers

CONCORD -- While bipartisanship is rare these days in the nation's capitol, the local Democratic and Republican parties have come together over trees.

The Contra Costa Republican Party and Democratic Party of Contra Costa County on Wednesday joined forces to urge Pacific Gas & Electric to work with local governments and residents on a plan to balance pipeline safety with the desire to preserve trees.

Party leaders gathered in Len Hester Park, where PG&E had proposed cutting down about 100 trees that border the Iron Horse Trail.

"We found that on this issue we had common ground" with Democrats, said Becky Kolberg, Contra Costa Republican Party chairwoman. "Foremost, this is a public safety issue, we all agree to that. Number two, it's an environmental issue, for the beauty of our trees, the health of our trees the beauty of our county."

Both parties are calling for PG&E to comply with local tree permitting regulations even though the utility has said it isn't legally required to do so; to inspect each tree; provide adequate mitigation and consider alternatives to cutting down trees, including moving the pipeline.

Concord Councilman Edi Birsan and Hal Bray, vice chair of the county Republican Party, brought the two parties together on this issue.

The utility's \$500 million Pipeline Pathways project is a statewide initiative to clear obstructions from the utility company's 6,750 miles of underground gas lines from Bakersfield to Eureka. PG&E says it needs to remove the trees, shrubs and structures on private and public property to ensure pipeline safety.

"People live in Contra Costa County partially because of the trees and the quality of life, and PG&E came in a little strong, but realized the community has to be part of the discussion," said Chuck Carpenter, chairman of the Democratic Party of Contra Costa County.

City managers from Pleasanton, Pleasant Hill, Concord and Walnut Creek, representing 19 East Bay cities, have joined a committee with PG&E to hammer out an agreement on how to ensure pipeline safety without compromising the environment.

"We know how important the beauty of each community is and we're going to work hard with everyone to find the proper balance between safety and maintaining the character of each city," said Greg Snapper, PG&E spokesman.

PG&E hopes this approach will succeed, said Tom Guarino, who handles government relations for the utility. The company has already agreed to most of the parties' demands.

The tree-cutting plan had angered residents and city leaders across the East Bay. On Wednesday, Guarino said PG&E is trying to reach an agreement on the permitting issue that applies to multiple cities. Furthermore, he said alternatives, including the possibility of moving the pipeline, are being explored -- "Everything's on the table."

The parties plan to work together on other issues, Carpenter said; the next collaboration likely will involve water.

"This isn't Washington D.C.; it is possible for the two parties to discuss and agree on things we can agree about," he said.

Lisa P. White covers Concord and Pleasant Hill. Contact her at 925-943-8011. Follow her at [Twitter.com/lisa_p_white](https://twitter.com/lisa_p_white).

PG&E and East Bay cities at standoff over plan to chop down thousands of trees

By Lisa P. White and Elisabeth Nardi Contra Costa Times Contra Costa Times

Posted:

ContraCostaTimes.com

A majestic Siberian elm towers over the entrance to the Pleasant Hill Cohousing community tucked at the end of Lisa Lane.

The elm is one tree among a dense swath of mature oaks, redwoods, walnuts and shrubs separating the 32-unit development from the bustling Iron Horse Trail.

To the residents, this lush greenery is more than just beautiful, it's functional -- providing privacy from passers-by, cooling shade in the summer and a buffer from the noise and exhaust caused by traffic on nearby Monument Boulevard.

And that could all be lost.

Cutting down these trees is part of Pacific Gas and Electric's plan to remove vegetation and structures that block access to its vast network of natural gas pipelines.

"It's everything," said Susan Fuller, who has lived in her two-bedroom unit for five years. "We would be naked here."

The tree-cutting plan has angered residents and city leaders across the East Bay who say the utility has no right to unilaterally chop down trees without permits.

After the public outcry, PG&E backed off and agreed not to cut down trees on public property or any protected trees on private property until it reaches agreements with the cities.

But some cities aren't taking the utility at its word -- they're preparing to file lawsuits if PG&E revs up the chain saws.

It's unclear how this standoff will end.

PG&E insists the trees must go and remains unwilling to comply, so far, with local tree protection ordinances.

City leaders also refuse to bend, arguing the company hasn't demonstrated the need to chop down thousands of trees.

"Safety is number one," said Martinez Mayor Rob Schroder. "But this is kind of a slash-and-burn, scorched-earth kind of policy here and it's overreaching."

The \$500 million Pipeline Pathways project is a statewide initiative to clear obstructions from the utility company's 6,750 miles of underground gas lines from Bakersfield to Eureka. PG&E says it needs to remove the trees, shrubs and structures on private and public property to ensure pipeline safety -- a top priority after the 2010 San Bruno gas pipeline explosion that killed eight people and destroyed 38 homes.

Rules vary from city to city, but permits -- and sometimes public hearings -- typically are required to remove trees from private property, often depending on their size and species.

Some speculate PG&E may balk at getting permits for fear of triggering a costly and time-consuming environmental review under the California Environmental Quality Act.

"The permitting process is different in each city. We are working with each city to understand what information they need from us prior to any removals taking place," PG&E spokeswoman Debbie Felix said.

But the utility still has not committed to following tree protection laws.

Martinez, along with Walnut Creek, Concord, Lafayette, Danville, Pleasant Hill, Clayton, Dublin, Livermore, El Cerrito, Lafayette and Brentwood have all expressed concern with PG&E's plan.

And since the rollout of Pipeline Pathways began in Contra Costa County earlier this year, PG&E seems to have changed its message about the reason for the project.

When the utility described the project to the Concord City Council in February, representatives said 730 trees in the city must be removed to improve access to the pipes.

Not mentioned in that presentation -- or in notification letters it has sent residents in several cities -- was PG&E's contention that tree roots can damage the protective coating around the gas pipelines.

The roots also didn't come up when a PG&E representative explained the reason for removing trees to the Pleasant Hill Cohousing residents, according to Fuller. She recalled the reason was so PG&E could have a helicopter come over and survey the pipeline.

By the time PG&E came to the Pleasant Hill City Council meeting on April 7 to discuss the need to cut down 180 trees there, the utility's main focus was on the threat from tree roots. The steel pipelines are wrapped in a protective coating that tree roots can damage, possibly leading to external corrosion, according to the utility.

Pleasant Hill Mayor Tim Flaherty asked whether the driving force behind the project is the danger the tree roots pose to the pipeline or gaining the ability to visually inspect the gas lines. PG&E Vice President Kirk Johnson, responded unequivocally, "It's the roots."

PG&E commissioned a study on the potential for tree roots to interfere with pipelines.

"We received the tree root study at the end of January, so the (Pipeline Pathways) program had already started. This is one part of it," Felix said. "Tree roots can cause damage to the coating of pipelines which removes a layer of protection. It's the first line of defense against corrosion."

However, the study was inconclusive about whether the presence of tree roots, in fact, leads to corrosion. The study is clear if tree roots wrap around the pipeline and the tree falls, the pipe could be damaged.

The study recommends PG&E develop a plan for trees to determine if they pose a threat to pipelines that takes into account several factors, including tree species and coating type.

"The development of a risk framework will provide a defensible approach for evaluating and prioritizing trees located along the pipeline (right of way)," the study says.

In Concord, where the City Council passed a resolution demanding the utility stop all tree removals until certain conditions are met, the staff arborist is inspecting city-owned trees to determine whether they are likely to damage the gas lines.

"If the roots are not going to extend to a location near the pipeline, it's difficult for PG&E to suggest that particular tree poses any risk," City Attorney Mark Coon said.

Walnut Creek Mayor Pro Tem Bob Simmons argued most tree roots go no more than 3 feet deep and, according to the PG&E study, the average depth of cover above the pipe is 4.2 feet.

"(PG&E) is focused on wanting to be able to fly their route by helicopter," Simmons said. "And to do that they need the tree canopy cleared and that's what this is about."

Some cities have begun preparing their legal arsenal. Walnut Creek and Pleasanton recently authorized their city attorneys to sue the utility should it start chopping down trees.

"PG&E and its contractors could start work any day, so we need to be able to move on a moment's notice," Walnut Creek Mayor Kristina Lawson said.

Walnut Creek leaders have asked PG&E to sign an interim agreement not to contact residents, to comply with city tree protection laws and to work with the city arborist to inspect each tree targeted for removal.

"The ball is largely in their court at this point," Lawson said.

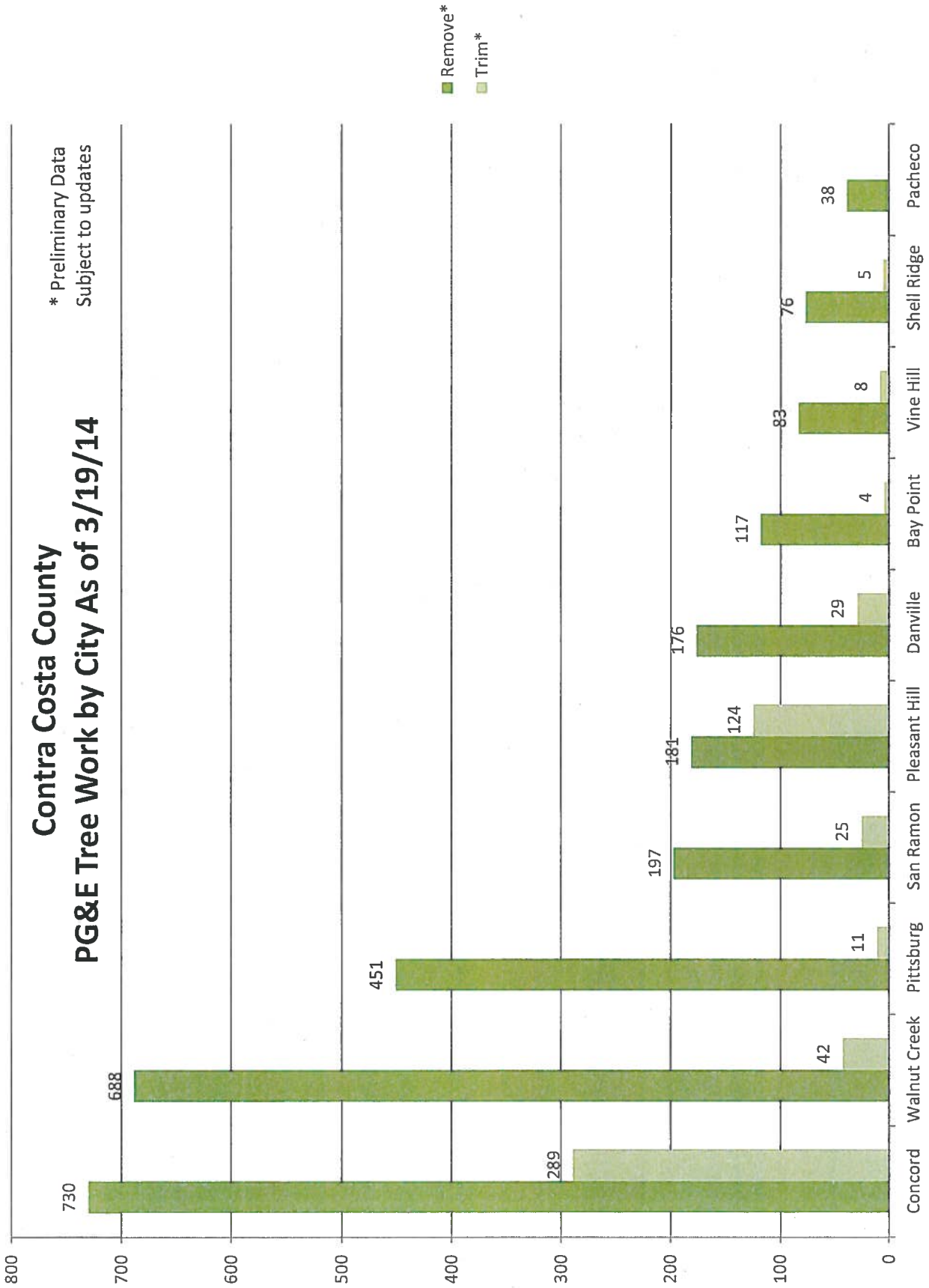
Contact Elisabeth Nardi at 925-952-2617. Follow her at [Twitter.com/enardi10](https://twitter.com/enardi10).

Trees threatened under PG&E Pipeline Pathway Project Walnut Creek

- 735 trees throughout the city
 - 73 trees along Ygnacio Valley Road
 - 48 trees along Locust Street downtown that stretch from Lacassie to Cypress Street
- Concord
- 730 trees throughout the city
 - 100 trees in Len Hester Park
- Pleasanton
- 390 trees throughout the city, many along First Street downtown
- Martinez
- 265 trees
 - 32 trees Alhambra Ave. between Alhambra Way and Alhambra Valley Road
- Pleasant Hill
- 180 trees
 - Many to be cut down along city's main drag, Contra Costa Boulevard

Contra Costa County PG&E Tree Work by City As of 3/19/14

* Preliminary Data
Subject to updates



RESOLUTION NO. 2014/42

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REQUESTING THAT PG&E REFRAIN FROM ANY TREE REMOVAL ACTIVITIES IN
THE CITY UNDER PG&E'S PATHWAYS PROJECT
UNTIL CERTAIN CONDITIONS ARE MET**

Whereas, the City of Antioch ("City") was incorporated in 1872 to own and manage the public rights-of-way, parks and other public property among its other rights and responsibilities pursuant to the California Constitution and State Laws, which it has continued to do so in the intervening 142 years; and

Whereas, in managing the public rights of way and public property, the City must balance many interests including: vehicular, bicycle and pedestrian traffic; water, sewer, storm water, gas, electric and telecommunications utilities both above ground and underground; pipelines carrying fuel, telecommunication fiber or other materials; aesthetics and visual experience of the community whether in a downtown setting or rural setting; environmental concerns including the habitat for flora and fauna; interests of neighboring property owners; and the residents in the community; and

Whereas, trees in our community not only provide life-sustaining oxygen, but also shade, privacy and beauty; and

Whereas, for 9 years, the City has been a Tree City USA and has planted many trees recognizing the value of trees in our community; and

Whereas, the presence of landscaping, and particularly mature trees, increases the value of property, whether public or private, and is often critical in economic development efforts in our communities; and

Whereas, in 1994, the City adopted a Tree Preservation Ordinance located in Article 12 of Chapter 5 of Title 9 of the Antioch Municipal Code to regulate the removal of trees "with the goal of retaining as many trees as possible while recognizing individuals' property rights," and in particular protecting mature trees and native species trees have a profound aesthetic beauty and are a key component of the ecosystem in Northern California; and

Whereas, the City supports Pacific Gas & Electric's ("PG&E") interest in ensuring that improvements over or near gas lines not affect the safe operation of gas pipelines and understands PG&E's interest in efficiently accessing its gas pipelines; and

Whereas, nonetheless, PG&E's program known as the "Pathways Project" to remove trees especially street trees, trees in public parks, and protected trees in

neighboring communities, and soon in the Antioch community, should begin with discussions with stakeholders and municipal representatives, and include compliance with City and State environmental procedures; and

Whereas, PG&E does not have the legal authority to unilaterally clear trees and vegetation as the utility's rights in the streets are subservient to the public's rights as reflected in the Franchise Act of 1937 and reinforced by the California Supreme Court in the case of *Southern California Gas Co. v. Los Angeles* (1958) 50 Cal. 2d 713; and

Whereas, in response to PG&E's Pathways Project to remove thousands of trees in Contra Costa County and at least 328 trees in Antioch, the City is compelled to take a public position that PG&E not engage in tree removal activities until these issues can be addressed;

Now, therefore, be it resolved by the City Council of the City of Antioch that it strongly requests that Pacific Gas & Electric ("PG&E") refrain from any tree removal activities in the City under PG&E's Pathways Project until:

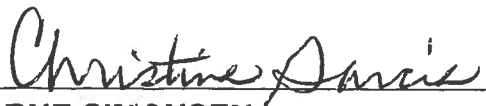
1. Discussions are held with all stakeholders to discuss appropriate alternatives and mitigation measures to achieve the goals of all stakeholders; and
2. PG&E complies with all federal, state and local laws, including the California Environmental Quality Act (CEQA) and the City's permitting process.

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 13th day of May, 2014, by the following vote:

AYES: Council Members Wilson, Rocha, Tiscareno, Agopian and Mayor Harper

NOES: None

ABSENT: None


for ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ANTIOCH MUNICIPAL CODE PROVISIONS REGARDING TREE REMOAL

9-5.203 DEFINITIONS.

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

...

TREE. A usually tall woody plant, distinguished from a shrub by having a comparatively greater height and, characteristically, a single trunk rather than several stems. To be considered a **TREE**, the subject species's height at maturity should be no less than 15 feet.

(1) **ESTABLISHED TREE.** This shall be any tree which is at least 10 inches in diameter, as measured four and one half feet above natural or finished grade. **ESTABLISHED TREES** include mature and landmark trees as defined by this chapter.

(2) **INDIGENOUS TREE.** This shall be a naturally growing tree of the following species:

Blue Oak (*Quercus douglasii*)

Valley Oak (*Quercus lobata*)

Coast Live Oak (*Quercus agerifolia*)

Canyon Live Oak (*Quercus chrysolepis*)

Interior Live Oak (*Quercus wislizenii*)

California Buckeye (*Aesculus californica*)

California Bay (*Umbellularia californica*)

(3) **LANDMARK TREE.** This shall be any tree which is at least 48 inches in diameter and/or in excess of 40 feet in height.

(4) **MATURE TREE.** This shall be any tree which is at least 26 inches in diameter, as measured four and one-half feet above natural grade.

(5) **PROTECTED TREE.** This shall be defined as any of the following:

(a) Any tree required to be preserved as a condition of an approval from a "regular development application" as defined by this section, and/or any tree that is shown to be preserved on an approved development plan as submitted by the applicant and subsequently approved by the city.

(b) All established indigenous trees as defined by this section.

(c) All street trees as defined by this section.

(d) All mature and landmark trees as defined by this section.

(6) **STREET TREE.** This shall be any tree planted within either the public right-of-way and/or tree planting easement, where applicable.

TREE COMMITTEE. A committee consisting of Director of Parks, Leisure and Community Services, City Engineer, Director of Community Development and one member of the general community with documented experience in horticulture, to be selected by the City Council. This committee shall review matters related to tree preservation.

...

ARTICLE 12: TREE PRESERVATION AND REGULATION

§ 9-5.1201 PURPOSE AND INTENT.

(A) Within the city there exists many native and non-native trees that greatly add to the aesthetic quality of the city. The older parts of the city adjacent to the San Joaquin River contain several horticultural trees planted by early settlers that have since become landmarks. In addition, recent annexations have added areas of oak woodland worthy of protection.

(B) The city recognizes that the retention of existing trees enhance the built environment, thus beautifying the community and benefiting the city with increased property values. It is the intent of this chapter to regulate the removal of trees, with the goal of retaining as many trees as possible while recognizing individuals' property rights.

(Ord. 897-C-S, passed 10-25-94)

§ 9-5.1202 APPROVAL REQUIRED TO REMOVE TREES.

(A) *Permit or development application.* Except as provided below, it is unlawful to destroy or remove any established tree on any property within the city without either:

(1) Obtaining a tree removal permit from the Department of Parks, Leisure and Community Services; or

(2) Receiving approval to remove such trees as part of the regular development application process.

(B) *Penalty.* A person who either removes or destroys an established tree prior to obtaining the required permits and/or approvals, or deliberately damages an established tree so that its removal is then necessitated for public safety, is subject to the penalties of this chapter and code.

(C) *Exceptions.* The following trees may be removed without either a tree removal permit and/or regular development application:

(1) If the condition of any tree presents an immediate hazard to life and/or property its removal may be authorized by the City Engineer.

(2) Other than for protected trees as defined by this article, trees on developed residential properties may be removed without a permit.

(Ord. 897-C-S, passed 10-25-94) Penalty, see § 9-5.2904

§ 9-5.1203 TREE REMOVAL PERMIT APPLICATIONS; DEVELOPED PROPERTY.

(A) It is the purpose of this section to regulate the removal of protected trees on developed property, when such removal is not associated with a regular development application.

(B) Such requests are typically related to routine maintenance and/or re-landscaping.

(1) *Application required.* An application shall be made in writing on a form furnished by the Department of Parks, Leisure and Community Services and shall be accompanied by the following information:

(a) A sketch showing the location(s), size (in diameter and approximate height), and species of tree(s).

(b) The applicant and/or property owner's name, address and telephone number.

(c) The name of the company or individual designated to remove the tree(s), their address, phone number (and business license number if applicable).

(2) Decision regarding permit application.

(a) *Time of decision.* The Department of Parks, Leisure and Community Services shall render a decision regarding the permit application within 10 working days after filing of a complete application.

(b) *Criteria.* In deciding whether to issue a permit, the Department of Parks, Leisure and Community Services shall consider the following criteria:

1. The condition of the tree(s) with respect to its health, proximity to existing structure(s), and the likelihood of future damage to said structure(s) and nearby utilities should the tree(s) not be removed.

2. The necessity to remove the tree(s) for reasonable use and/or enjoyment of the property.

3. The aesthetic impacts of tree removal in relation to the size and species of the subject and nearby tree(s). Typically the city will encourage the preservation of uniform street tree patterns where such patterns have long been established.

(3) *Requirement for street tree replacement.* In allowing for the removal of a street tree, the Department of Parks, Leisure and Community Services will require that a replacement street tree be planted. The property owner may select the species of the replacement tree, with tree selection subject to city approval.

(4) *Special concern for landmark trees.* Applications to remove landmark trees as defined by this section will require the mailed noticing of said application to all adjacent property owners. Decisions on landmark trees are to be made by the tree committee, which shall provide a 10 day comment period to allow neighbors to respond to the notice.

(5) *Appeal.* A person aggrieved or affected by the decision of the Department of Parks, Leisure and Community Services may ask that the city's standing Tree Committee, as defined by this chapter, review the permit applications. Should the Tree Committee not grant the permission to remove the tree(s), a further appeal may be filed with the Board of Administrative Appeals pursuant to § 1-4.01 of this code.

(Ord. 897-C-S, passed 10-25-94)

§ 9-5.1204 RESTRICTIONS ON REMOVAL OF ESTABLISHED TREES FROM UNDEVELOPED PROPERTY.

(A) The city discourages the removal of trees from undeveloped property as defined by this chapter.

(B) Over the past years, the city has needlessly lost many valuable established trees that could have been incorporated into proposed developments had the tree(s) not been previously removed.

(1) *Special circumstances to allow tree removal.* Unless the subject established tree(s) is deemed to cause imminent potential harm to the public, neighboring property, and/or adjacent streets and utilities if it is not removed, decisions regarding potential tree removal are to be deferred to the time of regular development application. Should a property owner wish to remove a tree(s) from undeveloped property, an application shall be submitted to the Department of Parks, Leisure and Community Services as described in this chapter.

(2) *Tree Committee review of all applications on undeveloped property.* All applications concerning trees on undeveloped property shall be reviewed by the Tree Committee as defined by this chapter. Factors to be considered are the trees' age, size, and the presence of imminent risks as documented by a certified arborist. The city may commission a certified arborist, at the applicant's expense, to provide information on the health of the tree. Typically, healthy trees may not be removed from undeveloped property.

(3) *Special concern for landmark trees.* Applications for removal of landmark trees as defined by this section shall be subject to the same noticing requirement as is required for a use permit.

(Ord. 897-C-S, passed 10-25-94)

§ 9-5.1205 ESTABLISHED TREE PRESERVATION AND/OR REMOVAL IN CONJUNCTION WITH PROPERTY DEVELOPMENT.

It is the purpose of this section to encourage the preservation of existing trees and outline the conditions which allow for the removal of trees in conjunction with property development.

(A) *Request for tree removal incorporated into regular development application.* If any established trees are on the subject property, the following information shall be provided with the regular development application.

(1) A site plan showing the existing topography with location of all established trees, clearly labeling those trees which are proposed for either saving or removal.

(2) A description of all established trees on the property, including the size (in diameter), estimated height, species, and relative condition (i.e., healthy vs. in decline).

(3) A written statement requesting permission to remove the subject tree(s) providing the reason for the request.

(B) *Action on tree removal request by decision-making body.* Approval or denial of the tree removal request will be made as part of the regular development application process. As part of the discretionary project review process, the decision-making body may require the preservation of a tree proposed for removal and conversely may condition the removal of a tree. Decisions to preserve and/or remove will be based on the following factors:

(1) The highest priority will be placed on the preservation of landmark and indigenous trees as defined by this chapter. Mature and established trees shall generally be preserved in respective order, although tree appearance, species and aesthetic compatibility with the proposed project are additional factors to be considered.

(2) Permission to remove tree(s) species that do not or will not contribute to the aesthetic value of the proposed project may typically be granted. The provision of shade and context of the landscape design are both to be considered.

(3) While the city may require some more modifications to a proposed site plan, if the retention of a tree would severely limit the development potential of a property when compared to neighboring property, its removal may be permitted. In order for such tree removal to be granted, the applicant must document, with alternative plans and cost estimates, how the tree preservation would unduly burden the property and development.

(C) *Need of an expert opinion.* Anytime during the project review process, the city may commission a certified arborist, at the applicant's expense, to provide a report on the health of a tree that the applicant requests permission to remove solely for reasons based on the alleged health of the tree such as the creation of a hazard to future circulation, buildings and/or utilities. Other factors may include the relative health and the age of the tree and its likelihood of long term survival.

(D) *Appeal.* As with all discretionary approvals and/or conditions of the Zoning Administrator, Planning Commission and the Design Review Board, requirements for tree preservation and/or removal may be appealed as stipulated in this chapter.

(E) *Required plus prior to initiating development.* Prior to the granting of a building and/or grading permit, the applicant shall provide a site plan showing all protected trees as defined by this chapter. There is to be no excavation within the drip line of such trees with the drip line to be clearly shown in all grading and layout plans.

(F) *Special circumstances to allow grading within the drip line.* Although it is always preferable to avoid grading within the drip line, there may be special circumstances where grading may be permitted, such as when the preservation of a tree would otherwise not be possible. The permission to grade within the drip line is not to be seen as a routine procedure for protected trees, but as an alternative to removing trees that would otherwise be removed.

(1) *Required plans and additional arborist studies.* There is to be no excavation within the drip line of such trees unless specific plans are to be submitted to the Department of Community Development staff that indicates how grading within the drip is to be carried out without critically harming the tree. Additional arborist's studies must be provided to support the grading proposed.

(2) *Bonding for protected trees where grading will occur within the drip line.* Prior to the granting of a building and/or grading permit, the developer shall post a bond for each protected tree at which grading will occur within the drip line. The bonding schedule will be as listed under section "bonds and penalties." The city will conduct ongoing inspections during the course of the grading to assure adherence to approved plans. Should the tree(s) die "during the course of property development" as defined by this chapter, the bond shall be forfeited to the city and used for tree replacement. A percentage of the bond will be retained in either case to assure tree survival for up to five years after the issuance of a certificate of occupancy.

(G) *Protection of trees during construction.* Unless specific exceptions are granted prior to the initiation of construction, all construction activity and traffic shall be prohibited from the area within the drip line of a protected tree. Should the tree(s) die "during the course of property development" as defined by this chapter, the applicable penalties of this chapter shall be levied.

(H) *Damage of protected tree during construction.* Should a protected tree be damaged during site development, the developer shall administer all reasonable methods of treatments as approved by the Director of Community Development. The repair of the damage shall be at the expense of the developer. In addition, the city may require the posting of a bond pursuant to the requirements of this section.

(I) *Need for re-hearing of a project.* Any time after initial approval of a site plan by either the Zoning Administrator, Planning Commission and/or City Council, an applicant's request to remove a "protected tree" as shown on the approved site plan will require a hearing. A new public hearing will be held on the issue of tree removal and the applicant will be required to re-notice the surrounding property owners as stipulated in this chapter.

(J) *Replacement of trees that where legally removed.*

(1) All trees that are legally removed shall be replaced according to the following schedule:

(a) Each established tree: two 24 inch box trees.

(b) Each mature tree: two 48 inch box trees.

(2) Legally removed indigenous and land-mark trees shall be replaced by boxed specimens at a rate and size to be established by the decision-making body at the time of regular development application approval.

(K) *Requirement of subsequent owners to maintain trees.* All future owners of parcels on which trees were required to be maintained, (as a condition of approval) shall be responsible for continued maintenance of such trees. Buyers of property with such trees, as well as buyers of new all single-family homes, shall be given disclosure notices from the owner and/or developer of this requirement, and all other responsibility of tree management and/or preservation as required by this chapter.

(L) *Previously approved projects.* Projects having tentative map, final development plan, use permit, and/or design review approval prior to the effective date of this chapter are not subject to this section of the chapter, unless those pre-existing approvals expire.

(Ord. 897-C-S, passed 10-25-94)

§ 9-5.1206 BONDS AND PENALTIES.

(A) *Payment required.*

(1) *Payment amount.* Payments in the amounts as listed by the following table will be collected by the city pursuant to the requirements for bonds and/or penalties as mandated by this chapter:

Tree Size (Diameter)	Bond Amount
10 to 17 inches	\$1,000
18 to 25 inches	\$2,000
26 to 36 inches	\$3,500
37 to 48 inches	\$5,000
48 and larger	\$10,000

(2) *Acceptable methods of payments.* All payments made for penalties and or bonds shall be cash, or equivalent security, as approved by the City Attorney.

(3) *Maximum bond amount per development parcel.* The property owners' and/or developers' obligation for cash or other security deposit shall not exceed a maximum of \$25,000 per development parcel.

(B) *Refund of bond security.* At the end of the course of property development as defined by this chapter, the city shall make a determination as to the health of the protected tree(s) for which a security deposit was made. Unless the tree(s) shows obvious signs of ill health, the deposit shall be returned to the developer and/or property owner. Should the tree be in poor condition, the city may either:

- (1) Extend the length of time the bond is held; or
- (2) Require that the bond be forfeited and used for tree replacement.

(C) *Use of penalties and forfeited bonds.* The money acquired by the city under this section shall be used as follows:

(1) Money collected in conjunction with property development shall be used in the following order or preference, at the direction of the Director of Community Development:

- (a) To replace trees that have died during the course of property development with a tree of the same species and as close in size as reasonably possible.
- (b) To provide additional landscaping on the developers' or property owners' property.
- (c) To upgrade and/or landscape public places in the vicinity of the property.

(2) Money collected by the payment of penalties for failure to obtain a tree removal permit from the Department of Parks, Leisure and Community Services (independent from site development) shall be used for neighborhood beautification project as per the discretion of the Director of Parks, Leisure and Community Services.

(D) *Exemption from fine.* No penalty shall be paid and/or security deposit bond forfeited if a tree dies during the course of property development but for reasons beyond the developer's reasonable control. In order for this exception to be granted, all grading and construction must be consistent with approved plans.

(Ord. 897-C-S, passed 10-25-94)

 **§ 9-5.1207 TREE PLANTING RESTRICTIONS.**

In order to protect underground utilities and sidewalks, it is necessary for the city to place restrictions on the location and species of trees to be planted.

(Ord. 897-C-S, passed 10-25-94)

 **§ 9-5.1208 DEFINITION OF RESTRICTED TREES.**

The following trees are to be restricted due to their evasive root systems.

(A) The Salix species, which includes all willows except for “Australian willow” (*Geijera perviflora*) which has non-evasive roots and may be planted without restrictions.

(B) The populus species, which includes all cottonwoods, poplars and aspens.

(Ord. 897-C-S, passed 10-25-94)

 **§ 9-5.1209 REGULATIONS OF PLANTING RESTRICTED TREES.**

It shall be unlawful to plant any restricted trees as defined by this article anywhere in the city, unless the City Engineer first approves the proposed site as one where the roots will not likely interfere with underground utilities.

(Ord. 897-C-S, passed 10-25-94) Penalty, see § 9-5.2904

 **§ 9-5.1210 REGULATIONS ON TREE LOCATIONS.**

Trees planted on private property, outside of a city right-of-way, shall be at least five feet from the sidewalk. Branches from such trees shall be trimmed to clear the sidewalk by at least seven feet and to clear the street by at least 14 feet.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 926-C-S, passed 7-23-96) Penalty, see § 9-5.2904

 **§ 9-5.1211 DECLARATION OF PUBLIC NUISANCE.**

Any tree or shrub growing on private property, which tree or shrub is endangering or in any way may endanger the security or usefulness of any public street, sewer, sidewalk, or other public facility, is hereby declared to be a public nuisance.

(Ord. 897-C-S, passed 10-25-94)

§ 9-5.1212 REQUIRED ABATEMENT OF PUBLIC NUISANCE.

(A) The property owner is required to abate the tree and or shrub declared a public nuisance. The city may remove or trim such tree or shrub on private property. Failure of the property owner to remove or trim such tree or shrub after 10 days' notice by the City Engineer shall be deemed a violation of the provisions of this chapter.

(B) Nothing contained in this chapter shall be deemed to impose any liability upon the city or its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree or shrub upon his property, or under his control, in such condition as to prevent such tree or shrub from constituting a public nuisance as set forth in this section.

(Ord. 897-C-S, passed 10-25-94) Penalty, see § 9-5.2904

CITY OF CONCORD
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Sent Via Electronic and U.S. Mail
C1M4@pge.com

March 7, 2014

Chauna Moreland
Project Director
Gas Transmission
Pacific Gas and Electric Company
6121 Bollinger Canyon Road
San Ramon, CA 94583

Re: PG&E Pipeline Pathways Project – City of Concord

Dear Chauna:

Thank you to you and your PG&E colleagues for taking the time to meet with City of Concord staff on March 3 to discuss PG&E's Pipeline Pathways Project ("Project"). I appreciate your willingness to travel to Concord so that we could have an in-person meeting.

Factual Background

Based on your description of the Project, its purpose is to facilitate PG&E's access to its gas pipelines, and to protect those pipelines from potential damage caused by tree roots. PG&E intends to accomplish these goals by removing/pruning 202 City-owned trees (including trees on the Diablo Creek Golf Course), and 521 privately owned trees.¹ It is my understanding that at least in Concord, none of PG&E's gas pipelines are in imminent danger of tree-related damage that could compromise the structural integrity or safety of those pipelines; rather, PG&E's goal is to prevent the harm which conceivably could occur over a period of many years.

You acknowledged that the California Public Utilities Commission has not issued an order expressly mandating the Project. Instead, you are pursuing the Project pursuant to non-specific gas pipeline maintenance and testing authority which you contend flows from CPUC General Order 112-E.

You indicated during the meeting that PG&E intends to remove trees and other flora both within PG&E's gas pipeline easements, and extending 10 feet on either side of those easements.

¹ PG&E also intends to remove "incompatible" private structures within PG&E's gas pipeline easements.

Chauna Moreland
PG&E Project Director
March 7, 2014
Page 2

It is my understanding that no other public utilities companies in California have ever undertaken a project comparable in scope and magnitude to the Pipeline Pathways Project.

Points of Agreement/Acknowledgement

As staff underscored during our meeting, we are greatly concerned about the number of public and private trees that PG&E plans to eliminate as part of the Project, particularly since many of those trees are sheltered under the City's Protected Tree Ordinance (Concord Municipal Code Section 114-75), and most of the public trees were planted for the very purpose of providing functional and aesthetic enhancements to the City thoroughfares and facilities. Needless to say, the removal of those trees inevitably will cause lasting and significant harm even if commensurate mitigation measures are provided by PG&E.

I advised you during our meeting that the City's arborist, Chris Llata, has performed an initial appraisal of the trees identified as being City owned on the GIS map that PG&E provided. Many of the trees are not in the locations identified on that map; some of the trees identified as being City owned are actually on private property or on property owned by other public agencies (such as Contra Costa County and Caltrans); and some of the tree species are misidentified.

Given this backdrop, I advised you that Mr. Llata will need to meet with PG&E arborist Ryan Willis, so that they can mutually inventory and physically mark all of the City owned trees that PG&E intends to remove. As part of the process, it would be helpful for PG&E to provide the City with documentation of the PG&E easements encompassing those trees.

In addition, Mr. Llata and Mr. Willis will need to inventory and mark all of the privately owned trees slated for removal which fall within the City's Protected Tree and/or Heritage Tree ordinances (collectively "Protected Tree Ordinance"). This inventory will likely take at least 2-4 weeks. As respects privately owned trees, you have agreed on PG&E's behalf that until the inventory is completed to our mutual satisfaction, you will not remove, prune or in any way alter any such trees that fall within the City's Protected Tree Ordinance. As respects privately owned, non-protected trees (i.e., trees that do not fall within the City's Protected Tree Ordinance), you have also agreed to provide City staff with PG&E's removal schedule.² Additionally, you confirmed that the PG&E employees/contractors who are performing the tree removals will at all times be accompanied by a biologist, and that if any bird nesting activity is observed, removal/pruning measures will cease on the affected tree(s) until such activity ceases.

During our meeting, PG&E's legal representatives stated that PG&E does not believe that it is legally required to comply with the City's Protected Tree Ordinance. We are in the process of researching the validity of PG&E's contention. Irrespective of our ultimate conclusion, however, we expect PG&E to honor its promise to "work with the City" in reaching agreement as respects the removal of any City trees, protected or otherwise, and appropriate compensation/mitigation measures to be undertaken by PG&E. You have agreed that until the

² That schedule should be forwarded to Parks Maintenance Manager Steve Voorhies (steve.voorhies@cityofconcord.org).

Chauna Moreland
PG&E Project Director
March 7, 2014
Page 3

above-described inventory is complete and until an agreement is reached regarding compensation/mitigation measures, you will not remove any City owned trees.

Turning to a related matter, you have agreed (subject to the forgoing) that as respects any trees that PG&E seeks to remove which are in a City right of way, PG&E and/or third party contractors that it utilizes will comply in all respects with the City's encroachment permit requirements, including payment of the requisite fees.

At your earliest convenience, please confirm in writing that you (PG&E) concur with my characterization of each of the agreements underscored above.

Items on Which the City Seeks PG&E's Commitment

The City will incur significant costs and expenses as a result of the Pipeline Pathways Project, and we maintain that PG&E should provide Concord full reimbursement.

a. Staff Costs

The City's arborist, Chris Llata (who is technically classified as a Maintenance Team Leader), has already expended at least 20 hours performing an initial inventory of the City owned trees that PG&E seeks to remove. According to the City's *Fees and Charges for City Employee Services*, the productive rate for Maintenance Team Leader is \$83.50 per hour, plus a recovery surcharge of \$18.36, equaling an hourly rate of **\$101.86**. In addition, while Mr. Llata is performing work related to this PG&E pipeline project, Public Works will need to backfill with a Seasonal Landscape Laborer at **\$15.18** per hour to continue performing tree maintenance with a two person tree crew, at a combined rate of **\$117.04** per hour. Using 3-6 weeks as a timeframe for Mr. Llata to complete the project review, **the cost estimate is \$14,045 to \$28,090**. This figure would be in addition to the 20 hours (**\$2037.20**) that Mr. Llata has already expended on the initial inventory. Moreover, this figure does not include other administrative or overhead expenses related to the project, such as reviewing landscaping plans, mitigation/restoration analysis, or encroachment permits.

b. Tree Removal Mitigation

In recent communications, PG&E has indicated that for every City tree it removes, it will provide the City with two 15 gallon replacement trees. In the case of some non-protected City trees (i.e., trees that do not fall within the City's Protected Tree Ordinance), this proposal may be acceptable; however, the City will want to select the particular replacement tree species that PG&E provides. Moreover, the City expects full reimbursement for the labor and materials costs that will be expended planting and irrigating those trees until they are self-sustaining—unless of course PG&E plans to perform this work.

In the case of non-protected trees and other flora that are part of City-maintained landscaping or which were planted as part of a comprehensive design plan—such as the trees at Len Hester Park and at the Diablo Creek Golf Course, we expect PG&E to either prepare or fund a landscape

Chauna Moreland
PG&E Project Director
March 7, 2014
Page 4

improvement plan to mitigate the deleterious effects that removal will otherwise cause. That plan will need to be approved by the City before any removal measures are undertaken. Moreover, we expect PG&E to fund associated staff review time.

Setting aside PG&E's stance (discussed above) that it legally is not required to comply with Concord's Protected Tree Ordinance, we will not agree to the removal of any protected City trees unless and until PG&E demonstrates to our satisfaction that such removal is necessary to protect PG&E's pipeline, and provides the City with an acceptable mitigation plan and/or adequate financial reimbursement. As you undoubtedly are aware, some of the protected trees slated for removal are many decades old, and their functional (shade) and aesthetic value is in the tens of thousands of dollars. The City cannot accede to PG&E's current proposal to simply provide two replacement trees for each protected tree it removes; rather we maintain that PG&E should rightfully pay for the actual value and/or any mitigation costs of the protected trees that it proposes to eliminate.

In this regard, I ask you to consider that although one of the Project's stated goals is to enhance the safety and integrity of PG&E's gas pipelines, by removing the trees and foliage overlaying those pipelines, your company will by design reap tremendous cost savings over the long term, since PG&E will be able to access and monitor those pipelines far more easily, in some cases substituting aerial monitoring in place of time-intensive, "on the ground" inspections. Therefore it is both equitable and reasonable that PG&E reimburse Concord for the real costs that we will incur in facilitating the portion of the Project affecting the City, rather than shifting the cost burden to the City's taxpayers.

Conclusion

I am pleased that the City and PG&E have already reached agreement on some of the components of the Project, and am hopeful that mutually acceptable resolution can be attained as to the outstanding issues, particularly compensation and mitigation. I look forward to working toward that end with you and your staff.

Sincerely,



MARK S. COON
City Attorney

cc: Tom Guerra, Esq.
(By email only)



*Pacific Gas and
Electric Company*

Chauna Moreland
Director
Pipeline Pathway

6121 Bollinger Canyon Rd
San Ramon CA 94583
925-244-3619

March 17, 2014

VIA E-MAIL AND U.S. MAIL

Mark S. Coon
City Attorney
City of Concord
1950 Parkside Drive, MS/08
Concord, CA 94519-2578

Re: PG&E's Pipeline Pathways Project within the City of Concord

Dear Mark:

Thank you for your letter dated March 7, 2014. Your letter summarized the discussion at our meeting on March 3 with you and various City staff concerning Pacific Gas and Electric Company's (PG&E) planned removal of trees within the City of Concord to advance critical natural gas pipeline safety issues, and asked PG&E to confirm its concurrence with certain points. While we appear to be aligned on many topics, there are some aspects of PG&E's project that may have been inadvertently miscommunicated or otherwise misunderstood. I hope this letter will help clarify PG&E's proposal for coordinating with the City staff on the removal of trees that are within the scope of the City's Protected Tree and Heritage Tree ordinance (collectively, "Protected Trees"). As we have stated, PG&E greatly desires to work productively with the City and its staff in connection with this important project, and looks forward to that collaboration.

First, I want to underscore that the guiding purpose of PG&E's Pipeline Pathways project is to ensure the safe and reliable operation of our natural gas transmission pipelines in the near and long term. We have no interest in haphazardly removing trees or structures that do not impact the safety and reliability of our system. In fact, the Pipeline Pathways project (estimated to cost approximately \$500 Million in total) is being funded entirely by our shareholders (not ratepayers), which should serve to emphasize the importance and urgency with which PG&E is treating this effort. Also, PG&E's prior letter dated February 20 provided a general overview of the federal and state regulatory background that has led to this massive effort to reduce the safety risk to our pipelines from incompatible structures and vegetation, including trees. Among other things, this program is needed in order for PG&E to fulfill its regulatory obligations to maintain, inspect, and safely operate its pipeline system. If it would be helpful, we would be happy to have a more substantive discussion about the serious safety implications involved and legal obligations under which PG&E must perform this work.

Additionally, PG&E does not intend to remove all trees within PG&E's gas pipeline easement, and extending 10 feet on either side of the easement. As we noted in the meeting, PG&E's gas transmission easements vary in width. PG&E's project will only remove trees that are located within 10 feet from the centerline of the gas pipeline. Thus, for example, in the case of a 50-foot easement, PG&E's project will remove trees within an approximately 20-foot area and not within an approximately 70-foot area.

As noted in the meeting, PG&E provided the City staff with data at the end of January that identified every Protected Tree that we plan to remove from both private property and within the public right of way. This data was provided in electronic format and included spatial files which provided the precise Global Positioning System (GPS) coordinates for each tree location. You noted in the meeting that you received information from the City's arborist, Chris Llata, which indicated that while the majority of the data appeared accurate, he believes there may be some errors in this data, such as the location of specific trees or the tree species. You also noted that Mr. Llata found the reported data on the diameter size of the trees was generally accurate. While we are not aware of any errors in the data, we offered to arrange to have Mr. Llata speak directly with PG&E's arborist, Ryan Willis, so that these subject matter experts could jointly review this data and informally resolve any specific items for which there was a need for any clarification or correction of the data (and, of course, we remain eager to arrange such a meeting as soon as possible).

The data that PG&E provided in January identified the entire inventory of Protected Trees scheduled for removal. Mr. Willis can confer with Mr. Llata on any errors that the City may perceive in this inventory. We anticipate there may be a need for isolated field visits to resolve any questions Mr. Llata may have about the inventory, and given the City's specific concern for Protected Trees, we presume there is no need to perform a field visit at every tree location. Also, in the event that we discover a given tree location is within public right of way administered by another agency, such as the County of Contra Costa or Caltrans, we will certainly coordinate with that agency on the removal of those trees.

With respect to Protected Trees located on private property (with the exception of City-owned trees on private property that are addressed below), PG&E agrees that it will not remove any such Protected Trees until the City staff has had the opportunity to review the tree inventory and consult with PG&E concerning the planned removal of these trees associated the Pipeline Pathways project within a reasonable timeframe. As I explain below, PG&E will also reimburse the City for the reasonable cost incurred by the City for its staff time devoted to the review of the tree inventory.

With respect to privately owned, non-protected trees (outside the scope of the City's Protected Tree Ordinance), PG&E agreed to provide the City its removal schedule. Mr. Willis provided this schedule to Parks Maintenance Manager Steve Voorhies on March 3. Mr. Willis will provide periodic updates to this schedule as work progresses.

PG&E has agreed that the removal work will be under the supervision of a biologist, and that if PG&E observes any bird nesting on the trees scheduled for removal, it will not remove those trees until the nesting activity ceases.

PG&E has agreed not to remove any street trees in the public right of way administered by the City, or remove any trees on City-owned private property, until PG&E and the City staff have reached agreement on the appropriate compensation/mitigation measures. We anticipate that this will be discussed after Mr. Llata and Mr. Willis have had the opportunity to review the inventory and meet and confer on those trees that may present special circumstances, such as those trees that provide screening from adjacent properties. In addition, PG&E has agreed to obtain encroachment permits for any removal work within the public right of way.

Mark S. Coon
March 17, 2014
Page 3

Your letter requested that PG&E agree to reimburse the time that Mr. Llata will devote to the review and consultation with Mr. Willis with respect to this project. PG&E is willing to reimburse the City for Mr. Llata's time at the hourly rate \$117.04 with the understanding that the City will provide some reasonable supporting backup with the invoice for Mr. Llata's time. Although you have projected that Mr. Llata will spend between 3 to 6 weeks to complete project review, we believe that the entire review of the tree inventory, including site visits, can be reasonably be completed much sooner, and will likely not exceed 3 working days.

We recognize the concerns expressed in your letter with respect to the details on the mitigation for the removal of City trees. In general, PG&E is willing to accommodate the City's request to select the particular replacement tree species that PG&E provides. Because the mitigation for the removal of City trees may involve details that are very tree-specific, we suggest that these arrangements be discussed directly with Mr. Llata or others with the City staff.

I hope this letter helps clarify PG&E's proposal for the removal of trees associated with the Pipeline Pathways project. We appreciate the City's willingness to work cooperatively with us as we seek to ensure the safety of our gas transmission pipelines, and informally resolve any outstanding issues associated with the tree removal.

Very truly yours,



Chauna Moreland

cc: Grant Guerra

CITY OF CONCORD
1950 Parkside Drive, MS/01
Concord, California 94519-2578
FAX: (925) 798-0636

OFFICE OF THE MAYOR
Telephone: (925) 671-3158



CITY COUNCIL
Timothy S. Grayson, Mayor
Ronald E. Leone, Vice Mayor
Edi E. Birsan
Daniel C. Helix
Laura M. Hoffmeister

Thomas J. Wentling, City Treasurer
Valerie J. Barone, City Manager

March 24, 2014

Tom Guarino
Government Relations Manager
Pacific Gas and Electric Company
1330 Broadway, Suite 1605
Oakland, CA 94612

Chauna Moreland
Project Director
Gas Transmission
Pacific Gas and Electric Company
6121 Bollinger Canyon Road
San Ramon, CA 94583

Re: PG&E Pipeline Pathways Project – City of Concord

Dear Mr. Guarino and Ms. Moreland:

I am writing this letter to express great concern over the manner in which PG&E is proceeding with its Pipeline Pathways Project (“Project”), and its failure to meaningfully seek the input of the Concord community, its elected officials and staff in implementing that Project.

In the City of Concord, PG&E apparently intends to remove approximately 730 public and privately-owned trees. Many of the City-owned trees and other flora slated for removal are in City parks and medians, and were planted as part of a comprehensive design plan. These trees provide shade, privacy and tremendous aesthetic enhancement, and contribute to Concord’s designation as a Tree City, a distinction which we hold with great pride. It also bears mention that many of the trees that PG&E seeks to remove are decades old, and were planted before the gas pipelines were installed. In other words, PG&E chose to put its gas pipelines near the very trees that it now seeks to destroy.

While I recognize and support the purpose of the Project— to protect PG&E’s gas pipelines from potential damage caused by tree roots—the approach that PG&E is taking overstates PG&E’s legal rights, ignores the City of Concord’s Protected Tree Ordinance, and makes no attempt to mitigate the aesthetic and environmental harm threatened by the Project. Additionally, PG&E has refused to make any realistic commitment to reimburse the City for the significant monetary costs that the Project will inevitably entail, and that the City’s taxpayers (many of whom are also PG&E ratepayers) will otherwise be forced to bear.

PG&E’s representatives have acknowledged that at least in Concord, none of PG&E’s gas pipelines are in imminent danger of tree-related damage that could compromise the structural integrity or safety of those pipelines; rather, PG&E’s goal is to prevent the harm which conceivably could occur over a period of many years, if not decades.

Chauna Moreland
Tom Guarino
March 24, 2014
Page 2

PG&E's stated position is that it may remove the trees encompassed in the Project without complying with local discretionary tree protection ordinances. Moreover it has evidenced its every intention to do so, allotting only minimal time for City staff to evaluate the Project, and without true consideration of tree removal alternatives.

However, as both our City Attorney and our retained legal counsel have advised you, PG&E does not have the unilateral right under its gas franchise agreements or state law to remove City owned trees in the public right of way, or on other City-owned property. Moreover, PG&E is required to comply with the City's Protected Tree Ordinance (and where applicable, the Heritage Tree Ordinance), before removing any trees sheltered under that Ordinance. In particular, PG&E must demonstrate that the trees it seeks to raze pose a legitimate threat to its gas pipelines, and that there are no viable alternatives to cutting them down, such as installing root barriers, or re-routing the pipelines.

Because Concord's Protected Tree Ordinance is discretionary, PG&E also must comply with the requirements of the California Environmental Quality Act (CEQA), analyzing the environmental impact that the Project will have, and exploring potential mitigation measures.

On the subject of mitigation, PG&E's only proposal to date has been to provide the City with two five (5) gallon trees for every tree that it removes. Setting aside the aesthetic damage posed by the Project, this meager offer is unacceptable, and ignores the fact that some of the trees that PG&E plans to cut down have a monetary value in the tens of thousands of dollars and an unmeasurable impact on quality of life in our community.

Additionally, PG&E apparently has not seriously considered that literally hundreds of hours of staff time will need to be expended to plant and maintain the replacement trees until they are self-sustaining. By the same token, significant staff time has already been spent completing an inventory of the trees/flora that PG&E seeks to remove, in part because the data that PG&E provided the City was unreliable. Further staff time will be needed to explore mitigation alternatives.

While we acknowledge and support the safety objectives that the Project is designed to achieve, PG&E will also reap considerable long term cost savings as a result of the Project, since PG&E will be able to access and monitor its gas pipelines far more easily, in some cases substituting aerial monitoring in place of time-intensive, "on the ground" inspections. Therefore it is both equitable and reasonable that PG&E reimburse Concord for the real costs that we will incur in facilitating the portion of the Project affecting the City, rather than shifting the cost burden to the City's taxpayers.

The City of Concord is committed to working with PG&E to enhance public safety, and will take the necessary measures to ensure that the required permits are processed expeditiously. In return, we expect PG&E to meet its legal obligations, and to meaningfully engage with the City and the community to ensure that the communities' needs are served.

Yours truly,



Timothy S. Grayson
Mayor

INTERIM AGREEMENT BETWEEN THE CITY OF WALNUT
CREEK AND PACIFIC GAS AND ELECTRIC COMPANY
REGARDING VEGETATION MANAGEMENT ACTIVITIES

The City of Walnut Creek ("City") and Pacific Gas and Electric Company ("PG&E") agree, as of May 6, 2014 ("the effective date"), as follows:

1. PG&E is implementing a safety program known as Pipeline Pathways to remove incompatible structures and vegetation above and adjacent to its natural gas transmission lines. PG&E also performs vegetation management around its electric transmission and distribution lines.

2. In both cases, PG&E asserts that it may perform the vegetation management work without obtaining discretionary permits and approvals from the City.

3. The City is concerned about the impact of PG&E's vegetation management activities associated with this work and disputes the scope of PG&E's authority to implement this program without discretionary permits and approvals.

4. The parties now desire to work toward a resolution of those two separate disputes.

5. The Agreement shall be in effect from the effective date until a date six months thereafter, unless terminated pursuant to the terms of this Agreement or superseded by an agreement between the parties. During that time period, the parties shall work together in good faith toward a definitive agreement on PG&E's vegetation management activities in the City ("the definitive agreement").

6. In order to provide time for the parties to work toward the definitive agreement, the parties agree as follows:

a. Gas Pipeline Pathways Vegetation Management

i. PG&E will refrain from, and ensure that its agents and contractors refrain from, any tree removal activities associated with gas transmission lines within the City (including suspending proactive communications with property owners relating to non-emergency Pipeline Pathways tree removals) during the period of this interim agreement.

ii. Notwithstanding the foregoing, PG&E or its contractors may remove a tree (including engaging in all necessary communications with customers and/or property owners) in order to alleviate an imminent, documented threat to PG&E gas facilities, provided that PG&E will notify the City of its intent to do so (including providing documentation of the imminent threat) at least 24 hours before doing so or immediately after performing the work if the imminent threat is such that immediate removal is required.

b. Electric Overhead Vegetation Management

i. PG&E will continue with its current process of notifying the City of its planned overhead vegetation management work within the City limits, consistent with the City's Municipal Code where applicable, and will be working with City staff to ensure that regulatory clearances are effectively and efficiently maintained at all times in accordance with applicable state and federal rules, guidelines and industry standards.

ii. PG&E will notify the City of any planned tree removals associated with electric facilities at least 15 days prior to removal and will work with City staff to ensure that trees that pose a hazard to or otherwise interfere with the safe and reliable distribution and transmission of electric power are safely eliminated. Nothing in the foregoing shall be interpreted to suggest that the City agrees that PG&E is authorized to perform such removals without City authorizations or permits.

iii. In connection with vegetation management activities in public streets, PG&E and its agents and contractors will continue to obtain blanket City encroachment permits.

iv. Notwithstanding the foregoing, PG&E or its contractors may remove a tree in order to alleviate an imminent, documented threat to PG&E electric facilities, provided that PG&E will notify the City of its intent to do so (including providing documentation of the imminent threat) at least 24 hours before doing so or immediately after performing the work if the imminent threat is such that immediate removal is required.

7. Nothing in this agreement is intended to grant, or grants, PG&E any right, to remove trees that it does not already have.

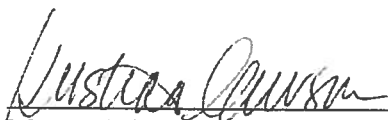
8. Nothing in this agreement is intended to revoke or modify in any way the rights of PG&E granted in easements between PG&E and private landowners regarding its use, operation and maintenance of gas or electric facilities located in such easements, PG&E franchise rights, or other existing contractual relationships with PG&E customers and/or land owners.

9. Provided that the other party is in compliance with the agreement, each party will refrain from litigation (be it in the courts or at the California Public Utilities Commission) pursuing and seeking to resolve the dispute.


10. Either party may terminate this agreement on 5 days' notice

CITY OF WALNUT CREEK


PACIFIC GAS AND ELECTRIC
COMPANY



Mayor Kristina Lawson



M. Kirk Johnson
Vice President, Gas Major Projects and
Programs



Patrick Hogan
Vice President, Electric Asset Management

April 14, 2014

Davey Tree Company
500 C Deerwood Road
San Ramon, CA 94583

Dear Company Representatives:

The City of Antioch was recently informed that Antioch property owners have been or will be contacted by Pacific Gas & Electric (PG&E) to discuss removal or pruning of trees on both public and private property. This is part of a project that PG&E is calling the "Pipeline Pathways" program related to its gas pipeline.

PG&E and private homeowners may be contacting you to remove trees located on private or public property. The City wants to advise you of your responsibility to ensure that any tree removal on private or public property, whether directed by PG&E or not, is done in accordance with the requirements of the City's tree removal regulations.

As a friendly reminder, all contractors must follow Article 12 of Chapter 5 of Title 9 of the Antioch Municipal Code, "Tree Preservation and Regulation" which can be found at: [http://www.amlegal.com/nxt/gateway.dll/California/antioch/cityofantiochcaliforniacodeofordinances?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:antioch_ca](http://www.amlegal.com/nxt/gateway.dll/California/antioch/cityofantiochcaliforniacodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:antioch_ca).

In particular, a tree permit from the Community Development/Public Works Departments is required before destroying or removing any tree, unless the tree does not meet the definition of a "protected tree" as set forth in Section 9-5.203 of the Antioch Municipal Code. The application for a Tree Removal Permit can be submitted electronically: <http://www.ci.antioch.ca.us/CityGov/PublicWorks/Tree-Removal-Permit-Request.pdf>.


Questions should be directed to the Public Works Department at publicworks@ci.antioch.ca.us or 925-779-6950. Thank you for your cooperation.

Sincerely yours,

Ron Bernal
Public Works Director/City Engineer

C: Lynn Tracy Nerland, City Attorney

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014**

Prepared by: Steve Duran, City Manager 

Date: June 24, 2014

Subject: Request for Qualifications and Proposals for the Development of City Owned Parcels in Downtown Antioch

RECOMMENDATION

Approve the attached Request for Qualifications and Proposals to initiate the solicitation process for a development team to develop a residential transit oriented/infill project on sites owned by the City of Antioch. The sites are located on the east end of Antioch's Historic downtown and the development proposal is to include the construction of a new 10,000 square foot Senior Center on a City owned site to be determined.

DISCUSSION

The City of Antioch desires to leverage the natural beauty and ambiance of the San Joaquin River and our quaint Rivertown Business District into a vibrant neighborhood village by attracting a new, higher density, homeowner presence to anchor the east end of downtown. The new downtown residents will provide evening and weekend population to compliment City and School District workday populations and thereby make downtown more viable for local shops, restaurants, entertainment, and other downtown businesses providing services to the community and visitors.

Staff is recommending Council authorization to seek a highly qualified development team through a competitive process to develop a residential in-fill transit oriented development. All proposed residential units are to be for-sale and priced at market rate. The project site is on the east side of historic downtown Antioch and is located in a Priority Development Area (PDA) immediately adjacent to the "Rivertown Business District." The City owns a number of parcels comprising adjacent development sites on the east side of downtown Antioch. The City's control of these sites and the current upturn in the housing market make this an opportune time to move forward aggressively with what will be a catalyst project for downtown revitalization.

Several downtown plans have been developed over the years, the most recent of which is the 2008 Initial Study: Antioch Rivertown Waterfront Development by ARCADIS in association with Economic & Planning Systems. There is also a 1991 Antioch Urban Waterfront Restoration Plan by the Planning Collaborative. These plans inform the City's vision for a revitalized downtown. The City has recently received a grant to complete a "Specific Plan" for historic downtown, which will move forward in coordination with the planning for the sites under this RFQ/RFP process along with the

required California Environmental Quality Act (CEQA) documents for the project and the Specific Plan.

The subject sites are zoned RTR-10 which permits smaller lot (3,500 s.f.) single family development. This is a product type that is more dense than typical residential subdivisions yet appeals to the current market of home buyers who are looking to purchase a home and live, shop, play, work in Antioch. The Planning Commission considered rezoning this site to a higher density designation (20 units/acre) but decided that they would like to see a development proposal prior to making a recommendation to Council. Staff will work with the selected developer in the context of preparing the Specific Plan and entitling the selected development project to propose zoning amendments if deemed necessary. This will also allow the Council to consider appropriate development standard amendments for small lot development, not only density, such as lot size, setback, height, etc. The Specific Plan and entitlement of a selected development project will solicit input of the immediate and larger Antioch community.

The project envisioned for the east side of downtown needs to move forward aggressively in order to take advantage of favorable market conditions so that downtown revitalization can begin and a new Senior Center can be built over the next few years. The successful development team must present a vision for downtown revitalization informed by the aforementioned plans as well as a development schedule that moves this project towards completion.

Staff is seeking an experienced development team that can design and build high quality medium density residential for-sale homes and also build a new Senior Center. The Nick Rodriguez Community Center is outdated and cost prohibitive to operate. The City has suitable sites for a new Senior Center either downtown or adjacent to the Prewitt Community Center. Staff will be getting community input on the location in the coming weeks. By using the current Nick Rodriguez Community Center site for housing, we will bring a catalyst for-sale residential project into downtown and thereby providing evening and weekend patrons to downtown businesses.

The east side of downtown is the one opportunity for a catalyst project that can move forward quickly for several reasons. First and most importantly, this location is adjacent to a vibrant single family residential neighborhood, has great river views and borders the Rivertown Business District, which makes it a desirable place to live. Secondly, the City owns the sites and therefore we can move forward without having to assemble parcels. Finally, the economy is currently favorable for development, which is not always the case. If we want to get going on downtown revitalization, now is the time.

FISCAL IMPACT

The fiscal impact of the recommended action is not quantifiable at this point; but revenues from the disposition of the properties, increased fees and taxes attributable to the project and the costs of building a new Seniors Center will be determined as the scope of the project is determined.

ATTACHMENT

Request for Qualifications and Proposals

REQUEST FOR QUALIFICATIONS AND PROPOSALS

City of Antioch Downtown East Transit Oriented Residential Development

City Council

Wade Harper, Mayor, Chair
Mary Rocha, Mayor Pro-Tem
Gary Agopian, Council Member
Tony Tiscareno, Council Member
Monica Wilson, Council Member

Steve Duran
City Manager

Telephone: (925) 779-7011
Fax: (925) 779-7003
www.ci.antioch.ca.us

June 24, 2014

For more information concerning this opportunity contact:
Brian Nunnally, Economic Development Program Manager, at (925) 779-6168

City of Antioch Historic Downtown East Transit Oriented/Infill Residential Development

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I. EXECUTIVE SUMMARY

- Opportunity:** Develop a residential transit oriented/infill development on sites owned by the City of Antioch located on the east end of Antioch's historic downtown, also known as the Rivertown Business District, and build a new 10,000 square foot senior center on a City owned site to be determined.
- Sites:** The development sites are mapped in attached exhibits. They are within a Priority Development Area that includes an Amtrak rail station and is planned for a future ferry terminal. There are five sites totaling approximately 129,373 square feet, or 2.97 acres.
- Development Team:** Qualified development teams must have substantial residential in-fill development experience and commercial and/or mixed-use development experience. Teams must include an experienced urban in-fill/transit architect and fiscal consultant.
- Property Disposition:** The City desires to execute a Purchase and Sale Agreement and Development Agreement that includes at a minimum a scope of development, schedule of performance, pro-forma, and detailed development plan prior to transfer of title.
- Selection Process:** The First Round is the submittal of qualifications, a vision for the project and a term-sheet level financial proposal. Next, an evaluation of submittals by a panel of staff and consultants will generate a short list of qualified development teams. Additional information will be sought during this Second Round of evaluations from "short-listed" development teams. Staff and consultants will interview and rank the "short listed" development teams. The highest rated development team will be recommended to the City Council to enter into an Exclusive Right to Negotiate (ERN) for the development of the property.
- Pre-Application Meeting & Tour:** July 23, 2014 at 10am in the Nick Rodriguez Community Center at 213 F Street, Antioch, CA.
- Due Date:** August 14, 2014 at 5:00PM (PST)
- Contact:** Brian Nunnally, Economic Development Program Manager, City of Antioch at (925) 779- 6168
bnunnally@ci.antioch.ca.us

II. THE VISION

Background: The City of Antioch is pleased to offer an opportunity to develop a market rate residential transit oriented in-fill development on the east end of historic downtown Antioch in a Priority Development Area (PDA) immediately adjacent to the “Rivertown Business District.” The City owns a number of parcels comprising adjacent development sites on the east end of downtown Antioch. The City’s control of these sites and the current housing market make this a opportune time to move forward aggressively with what will be a catalyst project for downtown revitalization.

The City desires to leverage the natural beauty and ambiance of the San Joaquin River and the now quaint Rivertown Business District into a vibrant neighborhood village by attracting a new, higher density, homeowner presence to anchor downtown on the east and west ends. This will provide evening and weekend population to compliment City and School District workday population and thereby make downtown more viable for local shops, restaurants, entertainment, and other downtown businesses providing services to the community and visitors.

Several downtown plans have been developed over the years, the most recent of which is the 2008 Initial Study: Antioch Rivertown Waterfront Development by ARCADIS in association with Economic & Planning Systems. There is also a 1991 Antioch Urban Waterfront Restoration Plan by the Planning Collaborative. These plans inform the City’s vision. The City has recently received a grant to complete a “Specific Plan” for historic downtown, which will move forward in coordination with the planning for the sites under this RFQ/RFP process along with the required California Environmental Quality Act (CEQA) documents for the project and the Specific Plan.

The project envisioned for the east side of downtown, however, needs to move forward aggressively in order to take advantage of favorable market conditions so that downtown revitalization can begin and a new Senior Center can be built over the next few years. The successful development team must present a vision for downtown revitalization informed by the aforementioned plans as well as a development schedule that moves this project towards completion.

Goals: The key goals for the Proposed Project are:

- Develop the sites as a master planned transit oriented/infill project.
- High quality for sale/market rate residential units with a maximum density of 20 units per acre.
- Build an approximately 10,000 square foot Senior Center on a City owned site to replace the Nick Rodriguez Community Center that will be demolished as part of this project.

- Incorporate the attached Design Guidelines in the project to ensure high quality design and construction.
- Move quickly to take advantage of market conditions and be a catalyst for downtown revitalization.

III. THE SITE

Site Description: The project sites, mapped on the attached exhibits, are located at the eastern end of Antioch's historic downtown. The total approximate land area of the Sites is 2.97 acres and includes the Nick Rodriguez Community and Senior Center, approximately 33,000 square feet, surface parking lot and two vacant lots.

Current Zoning: The Sites are currently zoned RTR-10 (Rivertown Low Medium Density Residential). The Planning Division is currently working on updating the General Plan and preparing a new downtown Specific Plan and will work with the selected development team regarding development compatibility with existing zoning and policy documents; with existing and intended surrounding uses; and necessary policy and ordinance amendments to achieve desired density and other proposal attributes.

IV. DEVELOPMENT TEAM SELECTION

The process to select a developer to be offered an Exclusive Right to Negotiate (ERN) concerning acquisition and development of the property will occur as follows: The first step requires prospective developers to attend an informational meeting at which staff will answer questions concerning the property and the RFQ/P and negotiation process. Then interested parties may submit proposals containing qualifications for the development team, preliminary master plans, financial terms and conditions such as purchase price, deposit, and other materials as outlined in Section V, First Round Submittal Requirements, in accordance with the schedule contained in Section VII, Selection Criteria, Process and Schedule. Developer proposals complying with the Submission Requirements will be reviewed by a Staff Review Committee. Upon completion of this review process, a limited number of firms will be asked to make project presentations to the Staff Review Committee, as outlined in Section VI, Second Round Submittal Requirements and staff will recommend a developer to the City Council for an ERN for a three month period to finalize a Term Sheet. During this three-month period, the developer must also demonstrate the financial feasibility of the proposed project, complete a detailed master plan including conceptual renderings, and prepare a development phasing plan and provide a schedule for implementation.

If the City Council approves the Term Sheet, the ERN period will be extended for four additional months to finalize a Purchase and Sale Agreement (PSA) and Development Agreement (DA) for the City Council to consider. Developers are referred to Section VII, Selection Criteria, Process and Schedule, for additional details. The City Council will select a single entity for the development of the entire site.

V. FIRST ROUND SUBMITTAL REQUIREMENTS;

Proposals are to be consistent with the vision and goals set forth in the previous sections of this document. The development proposal should contain the qualifications of the proposed development team, a conceptual project site plan and design concept, project financing plan. To address these issues, the proposal shall contain the following items, in the numerical order listed below:

- A. **Cover Letter.** Provide a cover letter describing interest in the site and summarizing the major points contained in the proposal.
- B. **Team Members.** Identify type of legal entity with whom the City of Richmond would negotiate and contract. Include the contact person, firm name, address and telephone number of each of the members on the team. Indicate the lead development firm, architectural firm, management firm, marketing firm and other key players or consultants.
- C. **Relevant Experience of Team Members.**

Lead Developer. List the major residential, commercial, and mixed-use projects developed as lead developer within the past five years. Include the following information for each project: total square feet of space, square feet of commercial space, tenants, site size, location, and current status of project. For residential projects describe the number of units, type of units, selling price range, site size, location and current status of projects. Include a brief description and at least three photographs (not architectural renderings) of three separate comparable projects developed, which are representative of the type and quality of the development proposed.

Architectural Firm. List relevant residential, commercial and mixed-use projects designed within the past five years. Provide, for each project, details concerning the total square feet of commercial and office space, and representative clients. Include at least three photographs of representative projects. For residential projects provide examples of a range of product designs for in-fill development designed in the last five years.

Marketing Firm. Indicate the marketing plan for the proposed project and provide examples of representative projects.

- D. **Financing.** Describe the anticipated financing structure planned for acquisition, construction and takeout financing.

VI. SECOND ROUND SUBMITTAL REQUIREMENTS

Short listed teams;

- A. Development Parameters.** Provide a statement of the objectives and proposed character of the development including the following information:
1. Approximate number of residential units proposed.
 2. Approximate square footage of community/senior center space.
 3. Approximate square footage of proposed retail space, if any, designated by use.
 4. Public spaces/art proposed.
- B. Master Plan.** Provide a master site plan which illustrates the location and configuration of the various land uses proposed. This master plan should remain simple in design.
- C. Ownership Plans.** Summarize the development firm's short and long term ownership plans for the development proposed.
- D. Public Sector Reference.** Provide at least two references, from different public entities, from the public sector with whom the development firm has worked in a joint public/private venture or two comparable references in obtaining approvals for a comparable project.
- E. Financial Information.** Provide evidence that the lead development firm has the financial capability to carry out the proposed project. Provide the two most recent audited financial statements. In addition, provide three financial references with whom the lead development firm has recently obtained acquisition and/or construction financing. Provide the following information for each reference: institution, contact name and title, phone number and address.
- F. Business Offer.** Submit the terms and conditions of the offer. Please note that a non-refundable deposit is required. The deposit will become non-refundable upon the execution of an Exclusive Right to Negotiate with the selected developer. The deposit will be credited to the purchase price.
- G. Schedule of Performance.** Provide preliminary development planning and construction schedules.
- H. Contingencies.** Explain any conditions or contingencies that limit the submitted proposal and which modify the stated terms and conditions of this Request for Proposals.

- I. Deposit.** All Second Round proposals must be accompanied by a cashier's check in the amount of \$25,000. The deposit amount will be held by the City until one firm is selected to enter into an Exclusive Right to Negotiate (see time schedule). The deposit amount will be returned to all Developers not selected to negotiate exclusively. No personal checks will be accepted. The disposition of the deposit made by the selected Developer will be applied to the purchase price in the event the City and the selected Developer enter into a Purchase and Sale Agreement. No interest shall be paid on returned deposits. The deposit shall become non-refundable when the developer and the City execute an Exclusive Right to Negotiate.

VII. SELECTION CRITERIA, PROCESS AND SCHEDULE

A. SELECTION CRITERIA

The following criteria will be used by the City in its selection of the best proposal:

1. DEVELOPER EXPERIENCE

- (a) Extent of experience developing comparable projects.
- (b) Success of comparable projects concerning:
 - (1) Economic success;
 - (2) Overall architectural and landscape design; and
 - (3) Marketing of residential units.
- (c) Timeliness of previous performance.
- (d) Experience with joint public/private real estate ventures and/or comparable large commercial/residential projects.

2. ARCHITECT EXPERIENCE

- (a) Extent of experience with residential, commercial and office projects.
- (b) Overall architectural and landscape design.

3. PROJECT CONCEPT

- (a) Develop the sites as a master planned transit oriented/infill project.

- (b) High quality for sale/market rate residential units with a maximum density of 20 units per acre.
- (c) Build an approximately 10,000 square foot Senior Center on a City owned site to replace the Nick Rodriguez Community Center that will be demolished as part of this project.
- (d) Incorporate the attached Design Guidelines in the project to ensure high quality design and construction.
- (e) Innovative and realistic project concept:
 - (1) Ability to respond to unique development opportunities and constraints.
 - (2) Demonstrated understanding of current market conditions and projected absorption of for-sale housing units.

4. FINANCIAL CAPABILITY OF LEAD DEVELOPER

- (a) Adequate level of existing assets, income and net worth;
- (b) Ability to raise equity/debt funds;
- (c) Strong relationship with lenders or demonstrated ability to internally finance the project; and
- (d) Ability to and track record of providing for high quality operation and maintenance.

5. FINANCIAL TERMS PROPOSED

- (a) Strength of purchase price and terms;
- (b) Revenues to the City;
- (c) Schedule of development;
- (d) Overall value of proposed project;

B. SELECTION PROCESS

The selection of the developer will occur through a two step process as follows:

1. SELECTION OF LIMITED NUMBER OF DEVELOPERS TO INTERVIEW

- (a) The Staff Review Committee comprised of City staff shall carefully review all proposals submitted for compliance with the Submission Requirements set forth above.
- (b) Those developers complying with the Submission Requirements shall be interviewed by the Staff Review Committee, which will evaluate the developers using the Selection Criteria set forth above. The most qualified Development Team will be presented by staff to the City Council with a recommendation.

2. SUBSEQUENT ACTIONS

(a) SELECTION OF ONE FIRM TO NEGOTIATE EXCLUSIVELY

- (1) The developer selected by the City Council shall promptly execute an ERN.
- (2) The City Council will have the discretion to not select a developer to execute the ERN or take any other action it deems appropriate.

(b) ENTER INTO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (ERN)

This 90 day period is expected to result in a detailed Term Sheet for presentation to the City Council for approval. Staff reserves the right to recommend against going forward with a Term Sheet and to make other recommendations as staff deems appropriate.

3. TERM SHEET

- (a) The City and the selected firm will negotiate terms and conditions of the development transaction in the form of a Term Sheet. These terms will include such business points as performance milestones, financial obligations, schedules, and purchase terms.

4. PURCHASE AND SALE AGREEMENT AND DEVELOPMENT AGREEMENT

- (a) Once the Term Sheet is approved by the City Council the developer and the City staff will negotiate a Purchase and Sale Agreement (PSA) and Development Agreement (DA) containing all terms and conditions of the land sales transaction and development of the Project Site. The PSA and DA are subject to approval of the City Council and the City Council reserves the right to reject the recommended PSA and DA. Likewise, City staff also retains the right to recommend against going forward with a PSA or DA.

C. TIME SCHEDULE

The City anticipates the time schedule as listed below. The schedule is tentative in nature and is provided to outline the target dates set by the City. The City reserves the right to change the time line at any point in the disposition process. Each proposer under consideration by the City will be informed directly of any changes made to the dates stated below:

- | | |
|---|------------------------------|
| • City of Antioch
Issues Request for Proposals | Week of June 30, 2014 |
| • Pre-Proposal Meeting | July 23, 2014 |
| • Proposals Deadline (5:00 p.m.) | August 14, 2014 |
| • Selection of Second Round Developers | To Be Determined |
| • Interviews of Second Round Developers | To Be Determined |
| • One Developer Selected for
Exclusive Right to Negotiate with City of Antioch | To Be Determined |
| • Exclusive Right to Negotiate Executed | To Be Determined |

VIII. CITY NON-LIABILITY AND RELATED MATTERS

1. No Representations or Warranties

All facts and opinions stated herein including but not limited to statistical data, economic data, and projections, are based on available information and no representations or warranties are made with respect to their accuracy or completeness.

2. City Rights to Reject Any and All Proposals

This RFQ/P and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and any developer. If the City selects a developer pursuant to this RFQ/P, any legal rights and obligations between the successful team, if any, and the City will come into existence only when an PSA and DA are fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the PSA and any other documents specifically referred to in that agreement and executed by the parties.

Each developer submitting qualifications in response to this RFQ/P agrees that the preparation of all materials for submittal to the City and all presentations are at the developer's sole cost and expense, and the City shall not, under any circumstances, be responsible for any costs or expenses incurred by any candidate developer. In addition, each developer agrees that all documentation and materials submitted with a proposal shall remain the property of the City and Agency. Subject to California law and City ordinances relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties requesting such information.

The City reserve the right to accept or reject any or all developer proposals, to alter the selection process in any way, to postpone the selection process for their own convenience at any time, to waive any defects in any proposal, to issue a new RFQ/P at any time, or to hire any developer they deem appropriate in their sole and absolute discretion within or outside an RFQ/P evaluation process.

3. No real estate commission or finder fee will be paid on this transaction.
4. No City funds are available for this project and no City fees will be waived.

There will be a pre-proposal meeting for developers on July 23, 2014 at the Nick Rodriguez Community Center, 213 F Street, Antioch, CA.

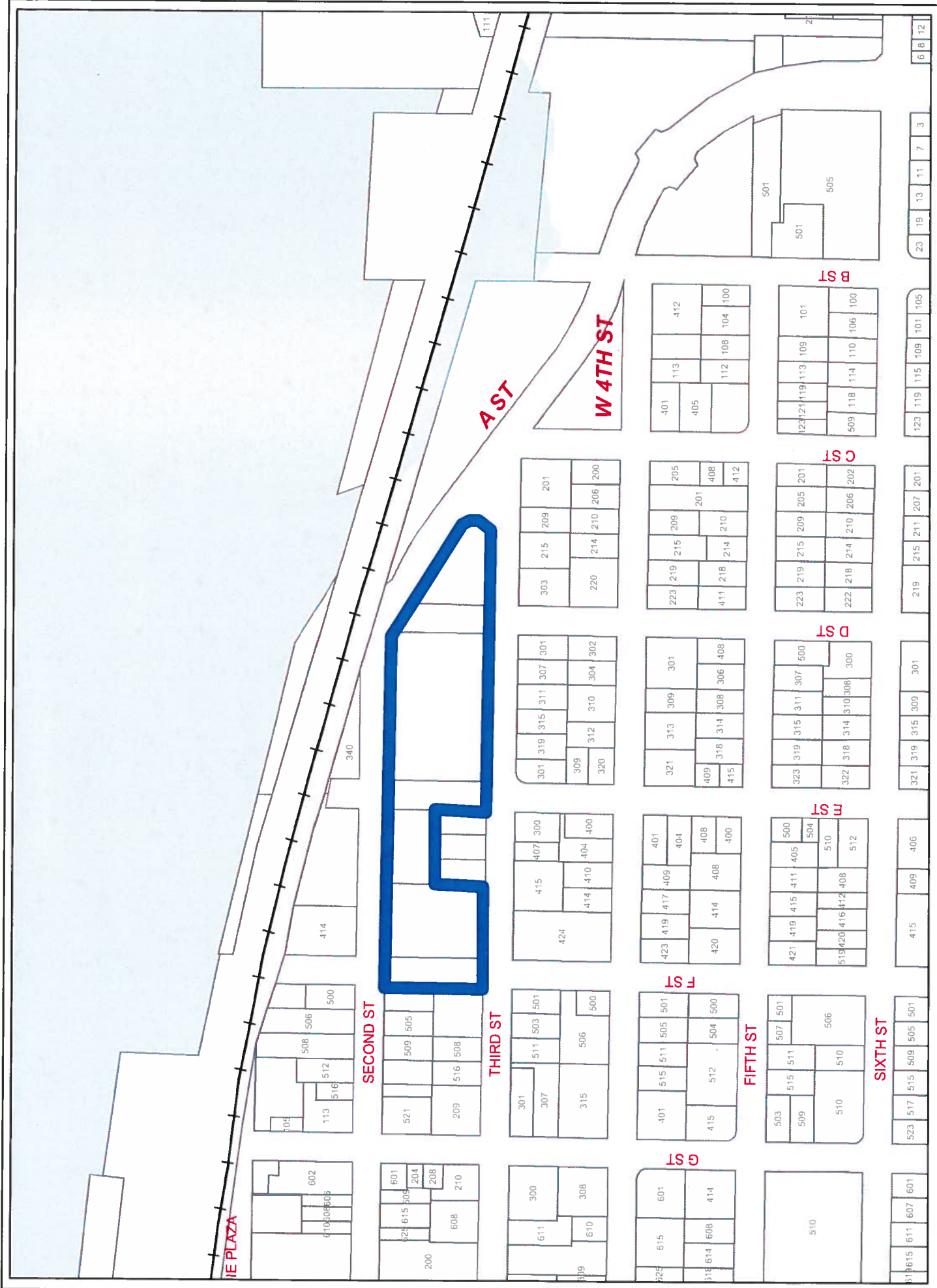
To participate in the RFP process, developers must submit five (5) copies with a USB Flash Drive of their complete proposal no later than 5:00 p.m. on August 14, 2014 to the following address. No fax or electronic submittals will be accepted.

Steven Duran
City Manager, City of Antioch
P.O. Box 5007
Antioch, California 94531-5007

Developers are encouraged to directly contact the following staff regarding questions or comments on the Request for Proposals: Brian Nunnally, Economic Development Program Manager at (925) 779.6168

IX. PROJECT AREA MAPS






Downtown East TOD Project Area

K City of Antioch GIS

June 2014



**SUPPLEMENTAL STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION
AT THE COUNCIL MEETING OF JUNE 24, 2014**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: June 24, 2014
SUBJECT: *Supplemental Staff Report:*
Water Treatment Plant litigation: Settlement Agreement and Releases

RECOMMENDED ACTION:

Motion to approve the *revised* Settlement Agreement and Releases with Black & Veatch (B&V), F. D. Deskins Company, Inc. (Deskins), TW Associates (TWA) dba MISCOWater and related insurance companies within the authority previously given to the City Attorney in closed session (Attachment A-1).

BACKGROUND:

As a public agency, the City, cannot agree to a confidentiality provision in a settlement agreement like private companies may do following settlement of a litigation matter. However, the original Settlement Agreement in this matter included Section 6.4, "Non-Disparagement," generally setting forth the agreement of the parties not to take formal action to make publicly disparaging remarks regarding the other parties in this matter. Since the staff report was published, the Settlement Agreement and Releases has been modified to make the obligations of the parties regarding non-disparagement more concise and subject to a 2-year limitation.

FISCAL IMPACT:

The City shall be paid a total of \$1,200,000 as set forth in the Settlement Agreement, minus 1/3 of the amount paid by the insurance companies pursuant to a contingency fee arrangement with Indiana counsel. The remaining approximately \$1,100,000 shall be deposited in the City's water fund.

OPTIONS:

No options are presented because the action is consistent with the direction provided in closed session.

ATTACHMENTS

A-1. Revised Settlement Agreement and Releases

SETTLEMENT AGREEMENT AND RELEASES

The parties to this Settlement Agreement and Releases (“Agreement”) are the **City of Antioch (“City”), Black & Veatch Corporation (“B&V”), F. D. Deskins, Company, Inc. (“Deskins”), TW Associates, dba MISCOWater (“TWA”), The Cincinnati Specialty Underwriters Insurance Company (“CSU”), and State Farm Fire and Casualty Company (“State Farm”).** City, B&V, Deskins, TWA, Cincinnati and State Farm are referred to collectively as the “Parties.”

1. **OVERVIEW:** This Agreement is made with reference to the following facts:

1.1 The City engaged B&V to provide engineering and design services for the project known as the City of Antioch Solids Handling Facilities and Plant B Expansion Project (“Project”), located in Antioch, California, pursuant to a July 13, 2004, Agreement for Engineering Services (“B&V Engineering Agreement”). The solids handling facilities portion of the project (“Solids Handling Project”) was the subject of the Litigation, as defined below.

1.2 On or about January 30, 2006, the City and Deskins entered into a Purchase Order for Deskins to provide the Deskins Quick-Dry™ Dewatering Process and related services (“Deskins Dewatering System”) for installation into the Solids Handling Project (“City-Deskins Purchase Order”).

1.3 TWA served as Deskins’ manufacturing representative for the Deskins Dewatering System.

1.4 Thereafter, disputes arose between and among the City, B&V, Deskins, and TWA resulting in the City’s filing of an action entitled, City of Antioch v. Black & Veatch Corporation, F. D. Deskins Company, Inc., TW Associates, dba

MISCOwater, et al., Contra Costa County Superior Court, Case No. C13-00227, commenced on January 23, 2013 (the “City Action”). Cross-actions in that case were subsequently filed including Black & Veatch Corporation v. F. D. Deskins Company, Inc., TW Associates, dba MISCOwater (the “B&V Cross-Action”); and Deskins’ separate cross-actions entitled F.D. Deskins Company, Inc. v. Black & Veatch Corporation and F.D. Deskins Company, Inc. v. City of Antioch (the “Deskins Cross-Actions”). The City Action, B&V Cross-Action, and the Deskins Cross-Actions are collectively referred to as the “Litigation.” The City, B&V, Deskins, and TWA deny the respective allegations or affirmative defenses asserted against them in the Litigation.

1.5 Thereafter, Deskins tendered the defense and indemnification of Deskins in the Litigation to CSU and State Farm, for the claims and cross-actions asserted against it in the Litigation. CSU filed declaratory relief action against Deskins and the City, requesting a court in Indiana to determine the coverage issues (Hamilton County Circuit Court, Cause No. 29C01-1306-CT-5111; the “Indiana Action”). The City filed a counterclaim against CSU and a Third Party Complaint against State Farm, each seeking a declaratory judgment in the Indiana Action as to coverage under the Deskins policies. State Farm filed a Cross Claim for Declaratory Relief in the Indiana Action.

1.6 By this Agreement, and except as provided otherwise herein, the Parties intend to settle, resolve, and fully dispose of any and all of the Parties' claims, counterclaims, demands, and causes of action against each other arising out of, connected with or incidental to the Solids Handling Project, the B&V Engineering Agreement as it relates to the Solids Handling Project, the City-Deskins Purchase Order, and the Deskins Dewatering System, including, without limitation, any and all claims, counterclaims, demands and causes of action asserted in the Litigation and the Indiana Action, or that could be asserted in the

Litigation or the Indiana Action, as between and among the City, B&V, Deskins, TWA, CSU, and State Farm (collectively, the “Claims”).

2. CONSIDERATION:

2.1 For a final resolution of the Claims, the City shall be paid a total of One Million Two Hundred Thousand Dollars (\$1,200,000) in the form of the Settlement Payments, defined below. The Settlement Payments by B&V, Deskins and TWA shall be made payable to the “City of Antioch” and delivered to the City’s California legal counsel, Lozano Smith, no later than forty-five (45) calendar days from the date the City Council of the City of Antioch (the “City Council”) approves this Agreement (the “City Council Approval Date”), except the portion of the Deskins Personal Settlement Payment as described below. The Settlement Payments by CSU and State Farm shall be made payable to “PSRB LLP as attorneys for the City of Antioch” and delivered to the City’s Indiana legal counsel, Plews Shadley Racher & Braun, LLP, no later than forty-five (45) days from the City Council Approval Date.

2.1.1 B&V will pay the City the total amount of Eight Hundred Thousand Dollars (\$800,000) (the “B&V Settlement Payment”).

2.1.2 On behalf of Deskins, a compiled package will be paid to the City for the total amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) (the “Deskins Settlement Payment”) payable as follows:

(a) Either Deskins or Mr. F. David Deskins (CEO and Founder of Deskins) will pay the City the sum of Twenty-Five Thousand Dollars (\$25,000) in two installments: (1) \$10,000 within forty-five (45) calendar days from the City Council Approval Date, and (2) \$15,000 within ninety (90) calendar days from the City Council Approval Date (the “Deskins Personal Settlement Payment”); and

(b) On behalf of Deskins, State Farm and CSU will pay the City the total amount of Three Hundred Thousand Dollars (\$300,000) (the “Deskins Insurers Settlement Payment”) as follows:

(1) State Farm will pay the City the sum of Two Hundred and Fifty Thousand Dollars (\$250,000);

(2) CSU will pay the City the sum of Fifty Thousand Dollars (\$50,000).

2.1.3 TWA will pay the City the total amount of Seventy-Five Thousand Dollars (\$75,000) (the “TWA Settlement Payment”).

2.2 The B&V Settlement Payment, the Deskins Settlement Payment, the Deskins Insurers Settlement Payment, and the TWA Settlement Payment shall be referred to collectively as the “Settlement Payments.”

2.3 Within five (5) business days of the Parties receiving the fully executed Agreement and the City’s receipt of the Settlement Payments as set forth above, the Parties will execute and file their respective Dismissals, with prejudice, of the Litigation and the Indiana Action.

2.3.1 This Agreement's effectiveness is conditioned upon the Settlement Payments being received by the City pursuant to Section 2.1, above, the Parties filing their respective Dismissals (with prejudice) pursuant to Section 2.3, above, and the City Council’s approval of this Agreement.

2.3.2 Subject to the conditions set forth above in Articles 2.1 through 2.3, inclusive, each Party hereby consents to the dismissal, with prejudice, of their respective actions and cross-actions, as the case may be, in the Litigation and the Indiana Action, *except that* the City’s consent is conditioned upon the

Settlement Payments being received by the City pursuant to Section 2.1, above, and the City Council's approval of the Parties' settlement.

2.4 The Parties agree that this Agreement effects the settlement of the Claims, and that nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind whatsoever to any other party. The Parties deny any and all liability in connection with any and all Claims, and further intend hereby solely to avoid litigation and buy their peace.

2.5 The Parties agree to bear their own attorneys' fees, litigation expenses, and costs associated with the Solids Handling Project, the B&V Engineering Agreement as it relates to the Solids Handling Project, the City-Deskins Purchase Order, the Deskins Dewatering System, the Litigation, and the Indiana Action.

3. **MUTUAL RELEASES:**

In consideration of the fulfillment of the terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the Parties promise, agree, and release as follows:

3.1 **City Release.** Except as to such rights or claims as may be created by this Agreement, the City hereby releases and discharges B&V, Deskins, TWA, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, counterclaims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, patent, known or unknown,

(SR136736.DOC)

SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.2 **B&V Release.** Except as to such rights of claims as may be created by this Agreement, B&V hereby releases and discharges the City, Deskins, TWA, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.3 **Deskins Release.** Except as to such rights of claims as may be created by this Agreement, Deskins hereby releases and discharges the City, B&V, TWA, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.4 **TWA Release.** Except as to such rights of claims as may be created by this Agreement, TWA hereby releases and discharges the City, B&V,

(SR136736.DOC)

SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

Deskins, CSU, State Farm, and their respective agents, brokers, employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.5 **CSU Release.** Except as to such rights of claims as may be created by this Agreement, CSU hereby releases and discharges the City, B&V, Deskins, TWA, State Farm and their respective agents, employees, representatives, predecessors, successors, assigns, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.6 **State Farm Release.** Except as to such rights of claims as may be created by this Agreement, State Farm hereby releases and discharges the City, B&V, Deskins, TWA, CSU and their respective agents, employees, representatives, predecessors, successors, assigns, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes,

extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that it ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims.

3.7 **Reservation of Rights.**

3.7.1 The City's waiver and release in Paragraph 3.1 shall not extend to, and shall not include, any claims arising out of or relating to unknown latent deficiencies that may exist with respect solely and exclusively to the Project or work other than the Solids Handling Project including, but not limited to, the Plant B Expansion portion of the Project ("Expansion Project"). This reservation of any claims arising out of or relating to unknown latent deficiencies does not apply to any component of the Solids Handling Project including, without limitation, the Deskins Dewatering System.

3.7.2 The City represents and warrants that as of the Effective Date of the Agreement, the City is not aware of any patent or latent deficiency within the Expansion Project, and is not aware of any facts or circumstances that reasonably indicate that a patent or latent deficiency may exist.

3.8 The Parties specifically and expressly waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3.9 The Parties understand and acknowledge the significance and consequence of this specific waiver of the provisions of Section 1542 and hereby assume full responsibility for any damage, loss, or liability that they may hereafter incur by reason of such waiver.

4. **TOLLING AGREEMENTS.**

4.1 The City, B&V, and Deskins acknowledge and agree that the Tolling Agreements executed by and between the City and B&V, effective June 4, 2008, on the one hand, and by and between the City and Deskins, effective October 10, 2011, on the other hand, related solely and exclusively to the Deskins Dewatering System only. The City-B&V and City-Deskins Tolling Agreements will be deemed to have been terminated *ab initio*, as if they never existed.

4.2 B&V and Deskins acknowledge and agree that the Tolling Agreement executed by and between B&V and Deskins, effective October 10, 2011, related solely and exclusively with respect to the Deskins Dewatering System only. The B&V-Deskins Tolling Agreement will be deemed to have been terminated *ab initio*, as if it never existed.

5. **REPRESENTATIONS AND WARRANTIES:** Each of the Parties to this Agreement represents and warrants to, and agrees with, each other party hereto, as follows:

5.1 Each party has been represented by legal counsel of its choosing, has received independent legal advice from its legal counsel with respect to the advisability of making the settlement provided for in this Agreement, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code, Section 1542.

5.2 Each of the Parties represents that it has the authority to enter into this Agreement.

(SR136736.DOC)

SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

5.3 This Agreement is integrated and contains the entire agreement and understanding concerning the subject matter between the Parties, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement. Each party expressly does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or in making the settlement provided for in this Agreement, except as expressly stated in this Agreement.

5.4 Each of the Parties to this Agreement has made an extensive independent investigation of the facts pertaining to the provisions of this Agreement, and of all the matters pertaining thereto, as it deems necessary.

5.5 No party has assigned, transferred, hypothecated, or granted, or purported to assign, transfer, hypothecate, or grant, any of the claims, demands, causes of action or rights of appeal disposed of or assigned by this Agreement or its exhibits except as provided herein.

5.6 Each term of this Agreement is contractual and not merely a recital.

5.7 Each party is aware that it may hereafter discover claims, defenses, or facts in addition to or different from those it now knows or believes to be true with respect to the matters related to the Claims or this Agreement. By executing this Agreement, the Parties intend to fully, finally, and forever settle such matters, and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature relative to the Claims, which do exist, may exist, or heretofore have existed between them;

(SR136736.DOC)

SETTLEMENT AGREEMENT – City of Antioch Water Treatment Plant

except as described in Section 3.7 above. In furtherance of the Parties' intent, the releases given herein will be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims, defenses, or facts relative to the Claims; *except* as described in Section 3.7 above.

6. **MISCELLANEOUS:**

6.1 **Approval.** This Agreement is subject to and conditioned on the City Council approving the terms of this Agreement. The City represents that the City Council tentatively approved the general terms of this settlement on May 13, 2014, conditioned on City approval of a final settlement agreement.

6.2 **Admissible Evidence.** Subject to the City Council's approval of the terms of the settlement, this Agreement is binding and enforceable. Pursuant to California, Evidence Code, Section 1123, this Agreement is an admissible document to prove the Parties' settlement agreement.

6.3 **Confidentiality of Settlement.** All Parties will keep confidential this Agreement and the settlement terms and conditions, with the exception of the City which is a public agency bound by legal requirements regarding public records and actions. Notwithstanding this duty of confidentiality, a Party may disclose in the following circumstances:

6.3.1 A Party may disclose this Agreement, or a settlement term or condition, to the extent required by law.

6.3.2 A Party may disclose this Agreement, or a settlement term or condition, to agents, consultants and independent contractors if reasonably necessary for them to perform their services for the Party.

6. 3. 3 A Party may acknowledge the existence of this Agreement in response to an inquiry by a third party, but may not reveal its terms and conditions, with the exception of the City as described above.

6. 3. 4 A Party may disclose this Agreement's terms and conditions to the extent necessary to enforce the Agreement.

6. 3. 5 CSU and State Farm may disclose the Agreement's terms and conditions to their underwriters, actuaries, auditors, claims persons or other employees and also to their brokers, agents, parent companies, subsidiaries, and/or sibling companies to the extent necessary for determining future coverage, whether to insure or renew insurance, premium pricing, bonuses, profits, cost ratios, or dividends.

6. 3. 6 If a Party is submitting a proposal or other request for a contract with the City, such Party must disclose this Agreement, and the settlement terms and conditions, to the City.

6. 4 **Non-Disparagement.** Subject to any legal obligations of disclosure, and except as necessary for the normal operation of the City, all Parties will refrain from taking formal action to make public disparaging remarks regarding the Parties and/or the Parties' performance regarding the Project, the B&V Engineering Agreement, the City-Deskins Purchase Order, and the Litigation, and will otherwise reasonably refrain from publicly assigning specific blame or liability regarding any other Party or Parties' performance on the Project. This clause expires two years after the effective date of this agreement.

6. 5 **Cooperation.** The Parties agree to perform all acts and execute and deliver all documents that may reasonably be necessary to carry out the provisions of this Agreement.

6.6 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, except it does not supersede the B&V Engineering Agreement as to the portions of the Project other than the Solids Handling Project. This Agreement may be amended only by an agreement executed in writing by all affected Parties.

6.7 **Voluntarily Executed.** This Agreement is being entered into and executed by the Parties voluntarily.

6.8 **No Waiver.** The waiver of any term, condition or covenant by any party, or breach thereof, shall not constitute a waiver with respect to that term at any future time or with respect to any other term, condition or covenant, or breach thereof, except as otherwise provided in this Agreement.

6.9 **Severability.** Should any part, term, or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with any laws of the State of California or the United States, or otherwise be rendered unenforceable, or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and will not be effected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the agreement that the Parties hereto intended to enter into in the first instance.

6.10 **No Adverse Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among each party and their respective attorneys. The Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or the other and should be construed accordingly.

6.11 **Governing Law.** In the event of litigation relating to this Agreement, California law shall govern this Agreement. Notwithstanding the foregoing sentence, litigation involving this Agreement that also relates to (1) the insurance coverage issues that were, or could have been raised by Deskins, the City, CSU and/or State Farm in the Indiana Action, (2) the Deskins Insurers Settlement Payment, or (3) the releases provided by and between the City and Deskins on one hand and CSU and State Farm on the other, shall be governed by Indiana law.

6.12 **Effective Date of Agreement.** This Agreement, consisting of 16 pages, is made and entered into on and as of the last date executed herein, which will be the Agreement's Effective Date.

6.13 **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute the entire Agreement. Each party may sign this document and transmit its signature by means of facsimile or .pdf sent by electronic mail, which signature shall be binding for all purposes.

(Signatures on following two (2) pages.)

DATED: June __, 2014

CITY OF ANTIOCH

By _____
(Signature)

(Print Name)

Title: _____

DATED: June __, 2014

BLACK & VEATCH CORPORATION

By: _____
DONALD R. STEVENS
Executive Vice President

DATED: June __, 2014

F. D. DESKINS COMPANY, INC.

By _____
DAVID DESKINS

Title: _____

DATED: June __, 2014

TW ASSOCIATES, dba MISCOWATER

By _____
(Signature)

(Print Name)

Title: _____

DATED: June __, 2014

**CINCINNATI SPECIALTY
UNDERWRITERS INSURANCE
COMPANY**

By _____
(Signature)

(Print Name)

Title: _____

DATED: June __, 2014

**STATE FARM FIRE AND CASUALTY
COMPANY**

By _____
(Signature)

(Print Name)

Title: _____

STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF JUNE 24, 2014

FROM: Lynn Tracy Nerland, City Attorney 
DATE: June 24, 2014
SUBJECT: ***Supplemental Staff Report:***
Business License Tax Ballot Measure

RECOMMENDATION:

1. Consistent with the Staff Report dated June 18, 2014 and following the City Council's direction on May 27, 2014, staff recommends that the City Council adopt a motion approving:

The Resolution (Attachment A to the original staff report) entitled "Resolution of the City Council of the City of Antioch Calling for and Noticing a Municipal Election on November 4, 2014 to present to voters a measure to Update the Existing Business License Tax Ordinance to Include a Residential Landlord Business License Tax and to Confirm the Existing Business License Tax, with an increase in the Minimum Tax"

2. Direct staff to bring back an ordinance for the City Council's consideration at its July 22, 2014 meeting explicitly recognizing the apportionment of taxes for businesses that are doing business in the City of Antioch and elsewhere, as such ordinance would not require voter approval.

Letter Received from the California Apartment Association

After the printing of the June 18, 2014 staff report, the City received the attached letter from Pahl & McCay, a law firm representing the California Apartment Association (Attachment D). In general, the letter raises questions about the proposed business license tax on residential landlords and federal interstate commerce concerns under the U.S. Constitution. The letter first relies on federal cases applying federal arson and pornography laws to argue that the rental of residential units implicates the Commerce Clause in the U.S. Constitution, which gives Congress the power "to regulate commerce with foreign nations, and among the several states, and with the Indian tribes."

The letter then discusses federal cases regarding the "apportionment" of taxes among jurisdictions (e.g. can the State of Illinois tax a company doing business in multiple states on business activity in states other than Illinois). The letter's citations to cases regarding "apportionment" appear to focus on apportionment among those taxing entities that impose taxes like federal, state and local governments.

It is accurate that taxes must be apportioned for businesses that do business both in and without the City of Antioch. The concept of apportionment in the federal Commerce Clause is generally to ensure that a tax be related to the presence and activities of the taxpayer within that jurisdiction and that the jurisdiction's tax burden is not placed upon persons who do not benefit from services provided by that jurisdiction. Clearly property owners and residents in the City of Antioch benefit from services provided by the City of Antioch.

"Apportionment" and the Existing Business License Ordinance

Nonetheless, to make explicit that the City recognizes the apportionment of taxes for businesses that are doing business in the City of Antioch and elsewhere, and not to rely solely on the Finance Director's (aka Tax Administrator's) ability to issue rules and regulations under the Business License Tax Ordinance, it is recommended that the procedures in the existing Business License Ordinance be amended to include language similar to the following:

Section 3-1.201(E) Apportionment. When any person's activities occurring both within and without the City contribute to the conduct of business taxed under this chapter, the tax imposed on those activities shall be apportioned in a manner that is fairly calculated to determine the amount of gross receipts or the portion of a flat tax derived from or attributable to engaging in business in the City. The apportionment shall be made on the basis of payroll, value and situs of tangible property; total business expenses; or by reference to any of these or other factors; or by another method of apportionment that will fairly determine the amount of gross receipts derived from or attributable to engaging in business in the City proposed by the taxpayer and approved by the Tax Administrator or, in the absence of a proposal by the taxpayer, as the Tax Administrator may reasonably determine.

As this issue of apportionment does not increase the tax amount, then it is allowable for the City Council to approve this amendment without voter approval, just as it approved an earlier update to the business license tax procedures. However, staff will bring this forward as a separately agenda item for the City Council meeting on July 22, 2014, if so directed by the City Council.

Attachments

[Attachments A through C were attachments to the original staff report]

- D. Letter dated June 18 from law firm Pahl & McCay representing the California Apartment Association



Stephen D. Pahl
 Karen K. McCay
 Fenn C. Horton III
 Catherine S. Robertson
 Jeffrey M. Sulenski
 Servando R. Sandoval

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Reply to San Jose Office
 Sender's Direct Dial No. 408.918-2832
 Sender's E-mail: kmccay@pahl-mccay.com

June 18, 2014

Via: Electronic Mail Only

Steve Duran, City Manager
 City of Antioch
sduran@ci.antioch.ca.us

Lynn Tracy Nerland, City Attorney
 City of Antioch
lnerland@ci.antioch.ca.us

Re: Proposed Business License Tax for Residential Landlords

Dear Mr. Duran and Ms. Nerland:

This office represents the California Apartment Association (“CAA”) on a continuing basis, which has forwarded to us your proposed Business License Tax for Residential Landlords (“Tax”) for comment. As set forth below, the proposed Tax runs afoul of the United States Constitution and should not be put on the ballot for voter approval.

The Tax proposes to tax landlords based upon the number of residential units offered to the public--regardless of unit size or rental price. Different amounts have been proposed as the per unit tax, ranging from \$150 to \$250. Depending on the iteration of the proposal, this range also changes based on the number of units offered by a landlord or for no enumerated reason at all. This method of taxation by the City of Antioch (the “City”), however, violates the Commerce Clause of the United States Constitution because it is unfairly apportioning the amount of tax that landlords pay for providing multifamily housing and discriminating against a specific type of interstate commerce.

A Commerce Clause challenge may be raised when a locality or State taxes or otherwise unfairly burdens interstate commerce. Oklahoma Tax Com’n v. Jefferson Lines, Inc., 514 U.S. 175, 179-180 (1995); see also C & A Carbone, Inc. v. Town of Clarkstown, N.Y., 511 U.S. 383 (1994) (finding town ordinance violated Commerce Clause). The U.S. Supreme Court “makes clear that **renting and otherwise using housing for commercial purposes implicates the federal commerce power.**” Groome Resources Ltd., LLC v. Parish of Jefferson, 234 F.3d 192, 206 (5th Cir. 2000) (citing Jones v. U.S., 529 U.S. 848 (2000) and Russell v. U.S., 471 U.S. 858,

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862 (1985)) (finding that a residential rental home is used in interstate or foreign commerce) (emphasis added); See also McLain v. Real Estate Bd. of New Orleans, Inc., 444 U.S. 232, 245 (1980).

A tax, license fee, or other regulation that impacts interstate commerce will not offend the Commerce Clause if it is “applied to an activity with a substantial nexus with the taxing State, **is fairly apportioned, does not discriminate against interstate commerce**, and is fairly related to services provided by the State.” Commonwealth Edison Co. v. Montana, 453 U.S. 609, 617 (1981) (citing Complete Auto Transit, Inc. v. Brady, 430 U.S. 274, 279 (1977) (emphasis added)). “[W]hen the measure of a tax bears no relationship to the taxpayers’ presence or activities in a [locality], a court may properly conclude . . . that the [locality] is imposing an undue burden on interstate commerce.” Id. at 629. A tax is only proper when it relates the tax liability to the value of the activities within the locality. See id. The types of tax apportionment approved by courts are generally a percentage of the value of the good or service used or sold within the State or locality. See e.g., Goldberg v. Sweet, 488 U.S. 252, 264 & n.14 (1989) (describing proper taxes).

Here, it is clear that landlords providing rental housing are participating in interstate commerce, as explained by the Supreme Court in Russell and Jones. Therefore, the Tax must comply with the Commerce Clause.

The Tax violates the Commerce Clause because it is not fairly apportioned. It is, at best, an arbitrary number, as evidenced by the multiple iterations of the proposals by the City and its citizens. There is no relation between a flat per unit rate and the overall income of the landlords or the value of the services provided by the landlords. Unlike Commonwealth Edison, where a tax on coal was logically calculated as a percentage of the value of coal mined, the Tax is not rationally related to the value of the service provided. 453 U.S. at 629. A flat fee also ignores the variances in the value provided by landlords. For example, a landlord with a duplex may offer a low rent because of its location within the City or the limited amenities it offers, yet under the most recent proposal, that landlord would be charged a higher per unit rate than a landlord with a high-rise full of luxury apartments, each of which could be rented for double the amount for a unit in the duplex. Without a rational link between the amount charged to landlords and the services provided the Tax cannot stand.

The City claims in its Staff Report dated May 20, 2014, that residential landlords do not provide enough economic benefit to the City because their tenants are not paying a business tax and the landlords are gaining the benefits of owning property. First, to state that having housing where citizens of the City can reside is not economically advantageous is suspect. Without housing for its citizens, there would be no one to support the businesses that pay business taxes or anyone to pay sales taxes. There would be no one to work in the businesses or otherwise. Next, the City has not shown that commercial property owners do not receive the same benefits to owning property as residential owners, nor has it shown that those benefits are outweighed by



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business license taxes charged to the tenants of these commercial properties. Finally, the only evidence provided in support of the argument that residential landlords do not provide economic benefit to the City is purely anecdotal and has the sole purpose of painting residential landlords as avoiding their fair share of taxes even though they currently pay a percentage of the value of the services offered like every other business owner. The current business tax valuation easily meets Constitutional requirements because of the clear relation between the services and the tax, but your new proposal does not.

Moreover, the Tax discriminates against one type of interstate commerce, residential rentals. The Tax is facially discriminatory against residential landlords, allowing for sales of residential and commercial property and rental of commercial properties to remain taxed at a rational rate based on actual value, but rental of residential property to be on a per unit basis. The Tax also has a discriminatory effect by placing an additional burden on developers who may desire to create further residential rental properties that would not exist for those who may develop commercial properties or residential properties for sale. In short, the Tax would have the effect of disturbing the market for residential rental properties in the City and the State of California.

Based on the above analysis, it is unlikely that the Tax would survive a challenge based on the Commerce Clause of the United States Constitution. We ask that you seek other methods of raising funds for the municipality that are not arbitrary and discriminatory. If you would like to discuss this matter further, please feel free to contact the undersigned or Joshua Howard, CAA's Senior Vice President of Local Government Affairs.

Sincerely,

PAHL & McCAY
A Professional Corporation

A handwritten signature in black ink that reads 'Karen K. McCay'.

Karen K. McCay

KKM:t
cc: CAA
1592/001 - 00327278.DOC