



Residential Landlord Business License Tax (Measure 'O')

ATTACHMENTS A – F (Background):

A. 06/24/14 Council Meeting – Resolution No. 2014/61 adopted regarding

“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.”

B. 09/2014 – “Frequently Asked Questions” document mailed with water bill.

C. Contra Costa County Sample Ballot and Voter Informational Pamphlet for Nov. 4, 2014 General Election

D. 12/09/14 Council Meeting – Resolution No. 2014/97 and Ordinance No. 2094-C-S adopted:

“Certificate of County Clerk as to the results of the canvass of the City of Antioch November 4, 2014 General Election”; and

“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”.

E. 12/31/14 – Release of Proposal No. 946-1231-15F for Business License Discovery/Recovery Services

F. 02/24/15 Council Meeting – Approved Business License Discovery/Recovery Contract with MuniServices

ATTACHMENT

A

RESOLUTION NO. 2014/61

**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.

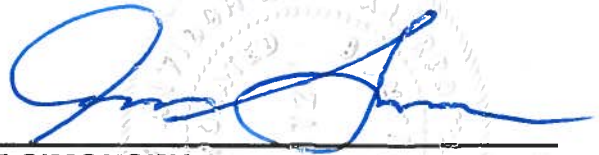
* * * *

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

AYES: Council Members Wilson, Rocha, Tiscareno, and Mayor Harper

NOES: None

ABSENT: Council Member Agopian



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 sub-section (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

ATTACHMENT

B



Frequently Asked Questions about Measure O Residential Landlord and Business License Tax Update

Q: Why does Antioch need to update the Business License Tax?

A: Antioch continues to face a severe fiscal crisis due to very low revenues. We are among the poorest city governments in the County. With Measure C, our budgeted General Fund revenue for fiscal year 2014/15 is \$43,046,381. With a population of 106,455, that puts our per capita (per person) revenue at only **\$404.36 (which means \$404 per year per resident to provide all services including Police, streets, parks, recreation, senior and youth programs, administration, etc).** Compare this to our neighboring cities of Brentwood at \$817.35 and Pittsburg at \$555.84. Comparable sized cities Concord and Richmond are at \$681.68 and \$1255.75 - a General Fund three times as large as Antioch's.

Q: Why can't the City just cut costs?

A: Since 2007, the City has taken severe actions to reduce costs and avoid bankruptcy, including:

- Reducing staffing by 30% through layoffs, retirements and attrition.
- Eliminating cost-of-living increases and decreasing management salaries 10%.
- Implementing furloughs and closing City business offices on Fridays.
- Reducing benefit payments by increasing employee contributions towards retirement costs and drastically reducing medical after retirement benefits for new employees.
- Reducing other expenditures by cutting service, supply and equipment costs, and deferring vehicle, building and equipment maintenance.

Q: What about the Measure C (sales tax measure) funding?

A: With approval of the 2014/15 budget, the City Council directed 100% of Measure C revenues toward the hiring of more Police Officers, which is well in progress, and augmenting Code Enforcement services. However, even with Measure C funds:

- The General Fund revenue is still down \$4.2 million from the height in 2007. That is an 8.9% reduction.
- Multi-million dollar budget deficits are projected starting in fiscal year 2016/17. At this pace, the City's reserves will be exhausted by June of 2019.
- Measure C is only approved for seven (7) years, expiring in 2021, so sustainable, ongoing revenue needs to be identified.

Q: What is Measure O?

A: Measure O is an increase in the minimum Business License Tax and it will get **residential landlords to pay a tax based on the number of units rented**. In June, the City Council authorized placing a measure on the local November ballot to specifically add the business of renting or leasing of residential property as a business and subject to taxation.

Q: How much will landlords have to pay?

A: Residential landlords will pay \$250 per year for single family dwelling rentals (e.g. houses) and \$150 per year for multi-family rental units (e.g. apartments and condos).

Q: Are there exemptions from the new Business License Tax on Landlords?

A: Hotel/motel, hospital, convalescent, extended care (nursing) and residential care (assisted living) facilities are exempt from the proposed per unit fee. Non-profits continue to be exempt from the Business License Tax.

Q: How much will businesses have to pay?

A: The minimum annual Business License Tax will go from \$25, where it was in the 1960's, to \$100. The City Council heard the request of the Chamber of Commerce to not raise the tax on smaller home-based businesses, which will remain at \$25.

Q: How did Measure O come to be?

A: In 2013, a group of citizens requested that the City Council add the rental or leasing of residential property to the business license ordinance at a rate of \$240 per unit per year. The City Council decided to only bring one measure forward, and moved ahead with the sales tax ordinance (Measure C). However, the Council directed staff to work with the citizens group and the California Apartment Association to develop a measure for 2014. The citizens group agreed with the City's compromise proposal, but the Apartment Association did not.

Q: Why did the City Council put Measure O on the ballot?

A: In 2013 the City Council declared a Fiscal Emergency, and, although Measure C was successful, the City's approved budget still has projected budget deficits of over \$3,000,000 per year starting in FY 2016/17. The City Council felt that City services have already been cut to unacceptable levels and, given the temporary nature of Measure C funding and the projected multi-million dollar deficits, that having residential landlords pay a per unit Business License Tax was the best alternative to stabilize the City's finances.

The purpose of Measure O is to provide General Fund revenue to help eliminate the projected structural deficits and improve essential community services such as:

- Reopening City Hall, the Public Works office, and the Police Department lobby five (5) days a week.
- Further enhancing Police, Code Enforcement and blight elimination activities, such as graffiti and dumping abatement.
- Reinvesting in infrastructure and maintenance, such as streets, landscaping and buildings to improve the appearance of the community and increase property values.

Q: Can the City provide a full range of services without additional revenue?

A: No. Without additional revenue the City will be deficit spending by fiscal year 2015/16. This will require further cuts in expenditures, necessitating staffing reductions in General Fund departments, including the Police Department.

Q: How do we know these funds will be spent responsibly?

A: The City's finances are independently audited every year. City budgets are posted on the City web site. In addition, all City revenues are reported and discussed at public meetings during the annual budget process.

Q: Can these funds be taken by Sacramento?

A: No. By law, these are locally approved funds and **can only be used for local Antioch services**. Not a penny can be taken by the State or the County.

Q: When is the election?

A: Tuesday, November 4, 2014.

Q: How can I find out more factual information about Measure O?

A: For the full text of Measure O and the City Attorney's Impartial Analyses, visit www.ci.antioch.ca.us or call 779-7011 for more information.

ATTACHMENT

C



CONTRA COSTA COUNTY

CONDADO DE CONTRA COSTA

SAMPLE BALLOT AND VOTER INFORMATION PAMPHLET

*MUESTRA DE BALOTA
Y
FOLLETO DE INFORMACION AL VOTANTE*



John Muir National Historic Site

General Election

Tuesday, November 4, 2014

*Elección General
Martes, Noviembre 4, 2014*

Joseph E. Canciamilla
County Clerk-Recorder and Registrar of Voters
Secretario-Escribano del Condado y Registrador de Votantes
555 Escobar Street, Martinez, CA 94553
925.335.7800
www.cocovote.us



POLLS OPEN AT 7 AM AND CLOSE AT 8 PM

Polling Place

Please check the back of this booklet for the name of your precinct & your polling place location.

Election Information Online

Visit our website at www.cocovote.us for:

- Registration Status – *Am I registered?*
- Vote by Mail Status – *Where is my ballot?*
- Military and Overseas voters – *Voting away from home?*
- Polling Place locations – *Where do I vote?*
- Maps

For statewide information about candidates and propositions visit the Secretary of State website: www.sos.ca.gov

Volunteer

If you would like to serve as a poll worker, email EO.Recruitment@vote.cccounty.us or call Contra Costa Elections' Division at 925.335.7800.

LUGARES DE VOTACION ABREN A LAS 7 AM Y CIERRAN A LAS 8 PM

Lugar de Votación

Favor de revisar el reverso de este folleto para el nombre de su recinto y la localidad de su lugar de votación.

Información de Elecciones en Línea

Visite nuestro sitio web en www.cocovote.us para:

- Estatus de Inscripción – *¿Estoy inscrito?*
- Estatus de Voto por Correspondencia – *¿Dónde está mi balota?*
- Votantes Militares y Elector en el Extranjero – *¿Votar lejos de casa?*
- Localidades de Lugares de Votación
- Mapas

Para información acerca de los candidatos o propuestas estatales visite el sitio web: www.sos.ca.gov

Voluntario

Si le gustaría servir como Trabajador Electoral, mande un correo electrónico EO.Recruitment@vote.cccounty.us o llame a la Oficina de Elecciones de Contra Costa al 925.335.7800.

Administration
925.335.7899
925.335.7893 fax

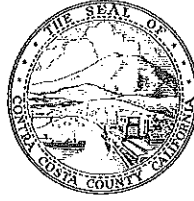
Elections Division
925.335.7800
925.335.7836 fax

Contra Costa County
Clerk-Recorder-Elections Department
555 Escobar Street
Martinez, CA 94553

Joseph E. Canciamilla
County Clerk-Recorder
and Registrar of Voters

Deborah Cooper
Deputy County Clerk-Recorder

Scott Konopasek
County Assistant Registrar



Dear Voter,

We strive to continually update and improve our service to you. Our recent changes have proven to be very well received and have streamlined many of the processes and options available for you to access our services. We want to take this opportunity to highlight some of the recent changes and remind you of the options available to you.

- The Sample Ballot is in a new booklet format. On the back cover is a removable application for an absentee ballot. Return this only if you are not a regular vote by mail voter, IF YOU ARE ALREADY A VOTE BY MAIL VOTER THEN YOU DON'T NEED TO RETURN THE REQUEST, you will automatically receive your ballot in the mail. Remember that you can track the status of your ballot on our website www.cocovote.us.
- This booklet lists your precinct name and number on the back cover. Many polling places will house more than one precinct so please remember your precinct number when you go to your polling place as it will speed you through the process.
- Standardizing voting locations as well as identifying your individual precinct by name and number will reduce the confusion that is caused when polling places are moved between elections. Barring an unusual circumstance, your precinct and polling place should not change for years to come.
- Our redesigned website at www.cocovote.us makes it easier to browse and search for helpful information and resources. You may register to vote, request to be a Vote-by-Mail voter, change your address or any other personal information or party affiliation. You can also track the status of your ballot online.

We are interested to hear about your experience with our office. If you have any questions, comments or wish to provide feedback please email our office at candidate.services@vote.cccounty.us or call us at 925-335-7800.

Thank you for your participation in the voting process!

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe. Canciamilla".

Joseph E. Canciamilla
County Clerk-Recorder and Registrar of Voters

VOTER INFORMATION PAMPHLET

The following pages contain voter information applicable to your ballot which may include the following items:

- CANDIDATE STATEMENTS
- BALLOT MEASURES
- LEGAL ANALYSES
- ARGUMENTS IN SUPPORT & IN OPPOSITION

Pursuant to the provisions of Sections 13307,
13308 and 13312 of the Elections Code and
85601(c) of the Government Code

**ARGUMENTS IN SUPPORT OF OR
IN OPPOSITION TO THE PROPOSED LAWS
ARE THE OPINIONS OF THE AUTHORS.**

This pamphlet may not contain statements for all candidates; however, a complete list of candidates appears on the facsimile ballot in this booklet. Candidate statements are submitted by the candidate and are printed as submitted. Statements are printed at the expense of the candidate unless otherwise determined by the governing body for the office.

Visit our website at: www.cocovote.us

If you have questions email us at
Candidate.Services@vote.cccounty.us
or call 925.335.7800

CITY OF ANTIOCH, COUNCILMEMBER

LORI OGORCHOCK Local Business Woman

No mistaking, I'm passionate about Antioch! After graduating Antioch High, with Richard, my husband of 31 years, we raised our 3 children here. Later graduated LMC's Police Reserve Academy and was a former Walnut Creek Police Reserve Officer.

Twelve years ago I retired from CSAA to run my own Real Estate business. After work I give back to the community I love. I've sat on Sutter Elementary School Site Council, several boards for youth baseball, football, helped design and install City Park.

On Keller Williams leadership team, I organized civic events, planting community gardens and assisting Veterans. I'm the incoming Treasurer for the Delta Association of Realtors, future Director for California Association of Realtors, a Rotarian and the incoming Club Service Chair.

Antioch will flounder if it remains reactive. We must grab the bull by the horns with fearless leadership. Let me bring my candid, roll-up your sleeves approach to our City Council.

My Four Main Goals:

1. Community Safety 1st! I will insure Measure C funds are used as promised for police, plain and simple
2. Revitalize Downtown; Our seniors deserve only the best treatment, building condos where there should be a park is just foolishness
3. Tax Business Reasonably; simplify taxes, be fair
4. Economic Growth; safety and business friendly attitudes will stimulate our city and economy

"A" should stand for Antioch, not "Afraid". I am a successful business woman, a proven doer with common sense and spine. I can't bring results alone, though. I need your support!

LAMAR THORPE Community College Administrator

In 1981, I was born in prison to a mother addicted to heroin. At two days old, I was placed in foster care and raised by a family who immigrated to the US from Mexico. As a result, my first language is Spanish. In 5th grade, I was placed in Special Education and subsequently graduated high school not knowing how to read and write. After two semesters in junior college, I was asked to leave because I was illiterate. With nowhere else to go, I enlisted in the US Navy.

Today, I'm a proud 8 year Navy veteran, two time graduate of The George Washington University, higher education administrator, and member of the Antioch Economic Development Commission. I'm running for city council to create opportunities for our residents to build a more secure livelihood and a sense of dignity. I chose to raise my family in Antioch, but what I did not choose was violent crime, an 8% local unemployment rate, and an imbalance between jobs and housing.

Since the foreclosure crisis, many in Antioch have resorted to working two to three part-time jobs, often receiving low wages to keep their homes and put food on the table. As a councilmember, I will fight to advance policies that are going to:

Incentivize high paying job growth in manufacturing, research and development and biotechnology;

Build Antioch's police and code enforcement divisions; and,

Streamline government to foster a collaborative environment between business, labor and City Hall.

I humbly ask for your vote.

DIANE GIBSON-GRAY Executive Director/Trustee

The city of Antioch is at a crisis point and good leadership requires experience. My business, community service, elected and appointed office experiences, combined with my lifetime knowledge of Antioch qualifies me to serve on the Antioch City Council.

Below are my three top priorities:

1. Quickly hire public safety employees and get additional "boots on the ground". Police officers, code enforcement and support staff must be hired now!
2. Increase city services to the public by bringing back city employee's 40-hour work week.
3. Transportation improvements (widening Highway 4, E-Bart and Highway 160 connector ramps) makes Antioch an attractive development opportunity; now is the time for discussions with potential new business entities.

I have worked 28 years in the cable telecommunications industry, 10 years as a nonprofit Executive Director for the Arts & Cultural Foundation, and over 25+ years as an active community volunteer. I am in my second term as a Trustee for the Antioch Unified School District. I currently serve on the Executive Board for the Antioch Chamber of Commerce and have been a Planning and Recreation Commissioner. I am a Rotarian and a Women's Club member and a 50+ year resident of Antioch.

The residents of Antioch deserve to live in a safe community, have access to public services and have smart growth that will leave a lasting positive legacy.

Elect a Council Member with experience, willing to make needed changes and ready to do the job today. Vote for Diane Gibson-Gray.

Diane Gibson-Gray

www.DianeGibsonGray.com

(925) 325-9897

TONY G. TISCARENO Appointed Antioch Councilmember

Last year, I was appointed to fill the vacancy on the Antioch City Council. I've resided in Antioch for 44 years. My wife, Olivia, and I raised our children here. It is my great honor to represent you.

Antioch has many challenges to overcome to become the great city I know we can be. Getting a handle on crime being the most important:

Hiring More Police:

We are aggressively recruiting EXPERIENCED police officers and training dozens more at the Police Academy. We are making progress, with the goal of getting 22 additional officers on the streets.

Fighting Gangs, Drugs and Illegal Weapons:

While we're hiring more officers, Antioch Police and the FBI are working overtime to PROACTIVELY take down criminals BEFORE they engage in violent behavior against citizens. I WHOLEHEARTEDLY SUPPORT THIS EFFORT.

Taking CRIME PREVENTION into Our Own Hands:

I'm proud of our residents who participate in monthly Antioch Police neighborhood cleanups; get involved in Neighborhood Watch (we have 480 "Block Captains"); even our garbage collectors and postal workers now CALL IN SUSPICIOUS NEIGHBORHOOD ACTIVITY.

Hiring more code enforcement officers to cite and fine negligent property owners, revitalizing RIVERTOWN, making City Hall more "business friendly", and attracting a great restaurant at Humphrey's – are also priorities.

Today requires a new kind of Councilmember – one who is accessible 24/7. **Please call me anytime.** As your representative, I will continue to work hard to improve this great city. I would be honored to earn your vote.

Tony Tiscareno

Cell (925) 234-3639

LOCAL MEASURES SUBMITTED TO VOTERS

City of Antioch

**MEASURE O
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 business license tax with an increased minimum tax, which is not a tax on the general public?

**CITY ATTORNEY'S IMPARTIAL ANALYSIS OF
MEASURE O**

The City Council voted unanimously to put Measure O on the ballot to ask voters to:

- Confirm that the rental of real property (e.g. land or building) is a business subject to taxation;
- Impose an annual business license tax on residential landlords renting Antioch property at \$250 per detached, single-family dwelling unit (e.g. house) and \$150 per attached, multi-family dwelling unit (e.g. apartment); and
- Maintain existing business license taxes for all other businesses, but with an increase in the annual minimum tax to \$100 for businesses subject to the gross receipts tax formula, except for certain home occupation businesses for which the minimum tax remains \$25.

Applicability of Business License Taxes

Business license taxes are not taxes on the general public. Businesses operating in Antioch pay the tax to provide funding for municipal services in Antioch. These municipal services, like police, code enforcement, street repair, park and median landscaping and maintenance, benefit businesses and residences in Antioch.

Landlords of commercial properties already pay business license taxes based on the existing gross receipts formula. Likewise, their commercial tenants pay business license taxes. Historically, the majority of residential landlords (single-family and multi-family) have not paid a business license tax. The proposed per dwelling unit business license tax would replace the gross receipts business license tax that some apartment owners have paid.

Nonprofits -- including nonprofit senior housing -- are exempt from paying the existing business license tax and would be exempt from this proposed tax.

Business License Tax Formulas

Cities may use different formulas for taxing different kinds of businesses. This may include using flat dollar amounts for some businesses and a percentage of gross receipts for other kinds of businesses. Sometimes cities use a particular formula because it is more efficient method of tax collection.

The proposed tax on residential landlords would only apply to properties located in Antioch. This meets Constitutional requirements to be nondiscriminatory and apportioned so not to burden interstate commerce.

General Revenue for All City Services

The tax revenue would be deposited in the City's general fund. It could be used for any legal municipal purpose including: police and emergency response; code enforcement; local economic development and job creation; street repair; and any other City program or service.

Effect of Measure O

Voting "Yes" on Measure O is a vote to: 1) confirm that the rental of property is a business subject to taxation; 2) impose an annual business license tax on residential landlords; and 3) maintain the existing business license taxes for all other businesses but with an increase to the minimum business license tax for businesses subject to the gross receipts formula, with some exceptions.

Voting "No" on Measure O is a vote against the tax on residential landlords and the increased minimum business license tax.

If a majority of voters vote "Yes" on Measure O, it passes.

Respectfully submitted,

Lynn Tracy Nerland
Antioch City Attorney

ARGUMENT IN FAVOR OF MEASURE O

The City of Antioch lacks the revenue to provide adequate levels of municipal services to the community. Suffering from staffing and operating expense cuts of 30% since 2007, all General Fund functions are significantly understaffed, including Police, Code Enforcement, Public Works, Planning, Building and administrative departments. As a result the police department, the public works office and City Hall are closed on Fridays.

Antioch does not have a spending problem. Antioch has a revenue problem. Low property values, low property tax revenue, and low sales tax revenue give Antioch much lower General Fund revenues than comparably sized cities in the County, at \$404.36 per resident (2014-15 budget). In comparison, Concord receives \$681.68 and Richmond, at \$1,255.75, receives more than triple the revenue of Antioch. Pittsburg and Brentwood receive \$555.84 and \$817.35 respectively.

A group of Antioch citizens started an initiative to adjust the Business License Tax for residential landlords to \$240 per unit per year. After months of negotiations between the California Apartment Association, the citizen's initiative leaders and the City, the City proposed a \$250 per unit annual charge for detached houses being rented and \$150 per unit for multi-family rental units. This will equate to \$20.83 per month for rental houses and \$12.50 a month for apartments - about one percent (.8% to 1.2%) of gross rent, which will be paid by landlords. The citizens agreed. The Apartment Association did not.

Many wealthy investors that purchased houses in Antioch have not been paying Business License Taxes. It's time they did. They are making millions in Antioch, while enjoying the tax advantages of real estate investment. Measure O will ensure they pay their fair share in Antioch. After all, all property owners will benefit greatly from the additional services the City will fund with this revenue.

JOIN ANTIOCH CITIZENS IN SUPPORTING MEASURE O.

Antioch City Council, Wade Harper, Mayor
Hansel Hon Tao Ho, Former Crime Prevention
Commissioner
James Kenneth Gray Jr., Boardmember – East Contra
Costa Transit Authority
Donald P. Freitas, Former Mayor – City of Antioch
Robin Agopian, Resident

ARGUMENT AGAINST MEASURE O

In June, the *Contra Costa Times* reported that the City of Antioch has a budget surplus according to the City's own Finance Director. But once again, the Antioch City Council is trying to increase taxes on its citizens.

And once again the City Council has proposed a tax measure that side-steps the two-thirds vote requirement, thus making it even easier to increase taxes without requiring the City to reveal how the money will be spent.

Last year, Antioch voters supported a massive tax increase – Measure C. The City Council claimed (falsely) that the money would be used to hire 22 new police officers. **But the *Contra Costa Times* uncovered that Measure C money was never used to hire 22 new officers;** and another news report stated that Antioch voters were “hoodwinked on the use of Measure C funds.”

With Measure O, the City Council is trying to take advantage of the voters again!

- Many senior citizens will ultimately be paying for the Measure O tax.
- There are absolutely no guarantees how the Measure O money will be spent.
- Antioch's Finance Director said that the City has a budget surplus.

It is irresponsible for the City Council to raise taxes resulting in higher costs for senior citizens – many on fixed incomes and elderly – and least able to afford increased monthly payments.

The City Council should simply trust the voters and provide a detailed spending plan when asking for new taxes. But instead, the City Council is asking for another blank check, and using scare tactics to influence unsuspecting voters.

So if the City Council won't trust the voters, why should we trust the City Council with yet another tax increase? **Please join senior citizens, home owners, and business owners in Voting NO on Measure O.**

California Apartment Association, Contra Costa Division,
Aaron Meadows, Board Member
Lisa Alotte, Antioch Senior Citizen
Scott MacIntyre, Antioch Realtor/Resident
Perry Shusta, Antioch Resident/Business Owner
Charles Caballero, Antioch Senior Citizen

**FULL TEXT OF
MEASURE O**

**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 sub-section (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:

From	To	Tax
\$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**

★ Voting-by-Mail ★

Can I vote-by-mail for this election only?

Yes! Fill out and return the vote-by-mail application on the back cover of your Voter Information Pamphlet. If you want to vote by mail for this election, just check the box on the application to request a ballot for this election only.

When will I get my vote-by-mail ballot?

Your ballot goes in the mail starting 29 days before the election. If you do not receive your ballot around that time, call us. We will send you a replacement ballot. If there is not enough time to mail it, you can pick one up at our office.

How can I vote before Election Day?

You can vote at the Elections' Office beginning 29 days before the election.

If I am traveling, can I get my vote-by-mail ballot at a different address?

Yes. Contact us and give us your temporary out-of-town address. Or if you prefer, you can vote early at the Elections' Office starting 29 days before the election.

Will the Post Office forward my vote-by-mail ballot to my new address?

No! Vote-by-mail ballots cannot be forwarded. Update your registration at www.registertovote.ca.gov or fill out a new voter registration form with your updated information. It must be postmarked no later than 15 days before the election in order for a vote-by-mail ballot to be sent to you.

What if I lose my ballot?

Call us. If it is too late to mail you a replacement ballot, you may pick one up at the Elections Office.

What if I make a mistake on my ballot?

You may make a correction in a manner that clearly indicates your intended vote, or contact our office to ask for a replacement ballot.

Can I vote at the polls if I am a vote-by-mail voter?

Yes. Take your vote-by-mail ballot and envelope to the polling place, and ask for a poll ballot. If you do not have **both** your vote-by-mail ballot and envelope, you must vote a provisional ballot, which will be counted after the election.

How do I turn in my vote-by-mail ballot?

You must return your ballot in the envelope provided. You can:

- Mail your ballot,
- Drop it off at the Elections' Office, or
- Take it to a polling place on Election Day between 7 a.m. and 8 p.m.

Deadline: Your ballot must be at the Elections' Office or a polling place by 8 p.m. Election Night – no exceptions!

What if I forgot to sign my return envelope?

Your ballot will **not** be counted. But if we receive your unsigned ballot envelope before the election, we will try to contact you.

Can I check to see if you have received my vote-by-mail ballot?

Yes. Go to our website at www.cocovote.us or call: 925.335.7800



If the Elections Office receives your vote-by-mail ballot before Election Day, it will be counted by 8 p.m. on Election Day. If you drop off your vote-by-mail ballot on Election Day, it will be counted after Election Day.

Contra Costa County Elections Office

Open 8 am to 5 pm weekdays, and
from 7 am to 8 pm on Election Day
555 Escobar St., Martinez, CA 94553
Tel. 925.335.7800 ★ www.cocovote.us

ALTERNATE LANGUAGE ASSISTANCE

Federal and State laws recognize that many Americans require voting information and ballots in non-English languages in order to be informed voters and participate effectively in our representative democracy.



Contra Costa County provides the following services on Election Day:

- ❖ Bilingual ballots in English and Spanish at all polling places.
- ❖ In selected precincts, ballot facsimiles are available in Chinese, Tagalog, Japanese, Korean, Vietnamese and Hindi.
- ❖ Automark™ touchscreen / audio device to assist voters in reading and marking their ballot in English or Spanish.
- ❖ Bilingual Poll Workers – we are actively recruiting volunteers!

CONTACT OUR OFFICE FOR FURTHER INFORMATION

Email: outreach@vote.cccounty.us

Phone: 925.335.7821

ACCESSIBILITY INFORMATION



Contra Costa County is proactive in reducing or eliminating barriers to increase voter access for participation on Election Day. The following resources are available at all polling places to ensure that voting is accessible to voters with disabilities.

Curbside Voting: is available for voters who are unable to enter the polling place; poll workers will bring the necessary voting materials to the voter in front of the polling place.

Accessible Voting Equipment:

- ✓ Voting booths that allow voters to vote while sitting in a chair or wheelchair
- ✓ Magnifying sheets to enlarge the print on the ballot
- ✓ AutoMARK™ touchscreen / audio device to assist voters with vision or various motor skill limitations to mark their ballot privately and independently

Large Print or Audio Format Information is available upon request by calling 925.335.7821 or via email to outreach@vote.cccounty.us

INFORMACIÓN SOBRE ACCESIBILIDAD



El Condado de Contra Costa es proactivo para reducir o eliminar obstáculos y aumentar el acceso a la participación de los votantes el día de elecciones. Los siguientes recursos están disponibles en todos los lugares de votación para garantizar que el voto sea accesible para los votantes con discapacidades

Votación desde la acera: esta disponible para votantes que no tengan la habilidad para entrar al lugar de votación; los trabajadores electorales pueden traer los materiales electorales necesarios para que el votante vote afuera del lugar de votación.

Equipo de votación accesible:

- ✓ Cabinas de voto que permiten a los votantes votar mientras se está sentado en una silla o silla de ruedas
- ✓ Hojas de aumento para ampliar la imagen impresa en la balota
- ✓ AutoMARK™ dispositivo de pantalla táctil /audio para ayudar a los votantes con limitaciones visuales o motrices para marcar su balota en privado y de forma independiente

Información impresa con letra grande o formato de audio puede ser solicitada llamando al 925.335.7821 o por correo electrónico a: outreach@vote.cccounty.us

Important Dates for this Election

October 6, 2014	FIRST DAY TO RECEIVE A VOTE-BY-MAIL BALLOT – This is the first day our office can issue you a vote-by-mail ballot.
October 20, 2014	LAST DAY TO REGISTER TO VOTE IN THIS ELECTION – You must be registered by this date to vote in this election.
October 28, 2014	LAST DAY FOR THE REGISTRAR TO MAIL YOU A BALLOT – Your written request for a vote-by-mail ballot must be received in our office no later than 5:00 pm on this date.
November 4, 2014	ELECTION DAY – Polls will be open from 7:00 am to 8:00 pm. Return your voted vote-by-mail ballot to this office or any polling place in Contra Costa County by 8:00 pm.

3 Ways to Vote

Contra Costa County offers multiple voting options to fit your style of voting.

1. **Vote at the Polls on Election Day!** Your assigned polling place is located on the back cover. Be aware that your polling place may have changed since the previous election.
2. **Vote Early** – The Contra Costa County Elections' Division office is open as a polling place for the November 4, 2014 Election, beginning on Monday, October 6, 2014 through Tuesday, November 4, 2014. You may vote a vote-by-mail ballot at the Elections' Division office:

Location: 555 Escobar Street, Martinez
Voting Hours: Oct. 6th – Nov 4th
Monday – Friday 8 am to 5 pm

Nov. 4, 2014 (Election Day)
7:00 am to 8:00 pm

3. **Vote-by-Mail** – The application on the back of this pamphlet must be completed, signed only by the voter, sent by mail or fax to 925.335.7838, and must be received by the Elections' Division no later than Oct. 28th. Voters may also send a letter providing their name, residence address, mailing address if different, birth date, and signature.

To become a permanent vote-by-mail voter, just sign the vote-by-mail application. You will automatically receive your vote-by-mail ballot before every election in which you are eligible to vote.

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CITY OF ANTIOCH / CIUDAD DE ANTIOCH	THIS COLUMN INTENTIONALLY BLANK COLUMNA EN BLANCO APROPÓSITO	THIS COLUMN INTENTIONALLY BLANK COLUMNA EN BLANCO APROPÓSITO
Member, City Council / Miembro, Concejo Municipal Four Year Term / Término de cuatro años Vote for Two / Vote por Dos <input type="radio"/> JEFFREY HALL-COTTRELL Site Safety Assistant <i>Asistente Sito de Seguridad</i> <input type="radio"/> ANTHONY SEGOVIA Financial Analyst <i>Analista Financiero</i> <input type="radio"/> LORI OGORCHOCK Local Business Woman <i>Empresaria Local</i> <input type="radio"/> DIANE GIBSON-GRAY Executive Director/Trustee <i>Directora Ejecutiva/Fiduciario</i> <input type="radio"/> STEVEN BADO General Sales Manager <i>Gerente de Ventas en General</i> <input type="radio"/> KARL DIETZEL Commercial Sales Representative <i>Representante de Ventas Comerciales</i> <input type="radio"/> LAMAR THORPE Community College Administrator <i>Administrador de Colegio Comunitario</i> <input type="radio"/> TONY G TISCARENO Appointed Antioch Councilmember <i>Nombrado Miembro Concejal de Antioch</i> <input type="radio"/> Write-in / Candidato por escrito <input type="radio"/> Write-in / Candidato por escrito		
EAST BAY REGIONAL PARK DISTRICT / DISTRITO REGIONAL DE PARQUES DEL ESTE DE LA BAHIA		
Director, Ward 7 / Director, Subdivisión 7 Four Year Term / Término de cuatro años Vote for One / Vote por Uno <input type="radio"/> DIANE BURGIS Conservation Director/Councilwoman <i>Directora de Conservación/Concejal</i> <input type="radio"/> MARK FOLEY Systems Analyst - EBMUD <i>Analista de Sistemas - EBMUD</i> <input type="radio"/> Write-in / Candidato por escrito		

CONTINUE VOTING ON NEXT CARD
CONTINÚE VOTANDO EN LA
SIGUIENTE TARJETA



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MEASURES SUBMITTED TO THE VOTERS MEDIDAS SOMETIDAS A LOS VOTANTES	MEASURES SUBMITTED TO THE VOTERS MEDIDAS SOMETIDAS A LOS VOTANTES	MEASURES SUBMITTED TO THE VOTERS MEDIDAS SOMETIDAS A LOS VOTANTES
STATE / ESTADO	STATE / ESTADO	CITY OF ANTIOCH / CIUDAD DE ANTIOCH
<p>45</p> <p>HEALTHCARE INSURANCE. RATE CHANGES. INITIATIVE STATUTE. Requires Insurance Commissioner's approval before health insurer can change its rates or anything else affecting the charges associated with health insurance. Provides for public notice, disclosure, and hearing, and subsequent judicial review. Exempts employer large group health plans. Fiscal Impact: Increased state administrative costs to regulate health insurance, likely not exceeding the low millions of dollars annually in most years, funded from fees paid by health insurance companies.</p> <p>SEGURO DE CUIDADOS DE LA SALUD. CAMBIOS DE TARIFAS. INICIATIVA PARA PROMULGAR UN ESTATUTO. Exige la aprobación del Comisionado de Seguros antes de que las aseguradoras de salud puedan cambiar sus tarifas o cualquier cosa que afecte los cargos relacionados con el seguro de salud. Prevé aviso público, divulgación, y audiencia, y posterior revisión judicial. Exime a los planes de salud para grupos grandes proporcionados por empleadores. Impacto fiscal: Incremento de los costos administrativos del estado para regular el seguro de salud, que muy probablemente no excederá unos pocos millones de dólares anuales en la mayoría de los años, financiado con las tarifas pagadas por las compañías de seguro.</p> <p><input type="radio"/> Yes / Sí</p> <p><input type="radio"/> No / No</p>	<p>47</p> <p>CRIMINAL SENTENCES. MISDEMEANOR PENALTIES. INITIATIVE STATUTE. Requires misdemeanor sentence instead of felony for certain drug and property offenses. Inapplicable to persons with prior conviction for serious or violent crime and registered sex offenders. Fiscal Impact: State and county criminal justice savings potentially in the high hundreds of millions of dollars annually. State savings spent on school truancy and dropout prevention, mental health and substance abuse treatment, and victim services.</p> <p>CONDENAS PENALES. PENAS POR DELITOS MENORES. INICIATIVA PARA PROMULGAR UN ESTATUTO. Exige condenas por delito menor en lugar de delito mayor para ciertas infracciones relacionadas con las drogas y la propiedad. No aplicable a personas con condenas anteriores por delitos graves o violentos y ofensores sexuales registrados. Impacto fiscal: Ahorros a los sistemas penales del estado y condado potencialmente en varios cientos de millones de dólares anuales. Los ahorros estatales se gastarán en la prevención del ausentismo y deserción escolar, tratamiento de salud mental y abuso de sustancias, y servicios a las víctimas.</p> <p><input type="radio"/> Yes / Sí</p> <p><input type="radio"/> No / No</p>	<p>O</p> <p>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 business license tax with an increased minimum tax, which is not a tax on the general public?</p> <p>IMPUESTO A LA LICENCIA COMERCIAL. Para brindar financiamiento que no pueda ser apoderado por el Estado, para mantener los servicios Municipales generales tales como los servicios policiales, el cumplimiento de los códigos, las reparaciones de calles, los servicios para ciudadanos mayores y los programas para jóvenes, ¿deberá la Ciudad de Antioch adoptar un impuesto a la licencia comercial sobre las propiedades residenciales basado en el tipo y la cantidad de unidades y confirmar los ingresos brutos del impuesto a la licencia comercial existente con un impuesto mínimo mayor, que no es un impuesto aplicado al pueblo en general?</p> <p><input type="radio"/> Yes / Sí</p> <p><input type="radio"/> No / No</p>
	<p>48</p> <p>INDIAN GAMING COMPACTS. REFERENDUM. A "Yes" vote approves, and a "No" vote rejects,</p>	

Administration
925.335.7899
925.335.7893 fax

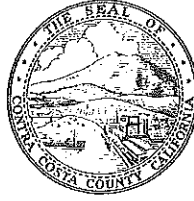
Elections Division
925.335.7800
925.335.7836 fax

Contra Costa County
Clerk-Recorder-Elections Department
555 Escobar Street
Martinez, CA 94553

Joseph E. Canciamilla
County Clerk-Recorder
and Registrar of Voters

Deborah Cooper
Deputy County Clerk-Recorder

Scott Konopasek
County Assistant Registrar



Español

Estimado Votante,

Continuamente, nos esforzamos para actualizar y mejorar nuestro servicio hacia ustedes. Nuestros cambios recientes han probado ser bien recibidos y han mejorado mucho los procesos y opciones reestructurados para que usted obtenga nuestros servicios. Queremos tomar esta oportunidad para resaltar alguno de los últimos cambios y recordarle las opciones que tiene a su disponibilidad.

- La Muestra de Balota está en el nuevo folleto. En el reverso del folleto hay una solicitud desglosable para solicitar una balota de Voto por Correspondencia. Devuélvala solamente si usted no es un votante de Voto por Correspondencia. SI USTED YA ES UN VOTANTE DE VOTO POR CORRESPONDENCIA NO NECESITA DEVOLVER LA SOLICITUD, usted recibirá automáticamente su balota en el correo. Recuerde que puede seguir el estado de su balota en nuestra página web www.cocovote.us
- Este folleto indica el nombre y número de su recinto electoral en la contraportada. Muchos lugares de votación tendrán más de un recinto electoral, por favor, acuérdesse de su número de recinto electoral cuando vaya a su lugar de votación, esto le ayudará a avanzar más rápido durante el proceso.
- La estandarización de los lugares de votación así como la identificación de recintos electorales por nombre y número reducirá la confusión causada cuando los lugares de votación son movidos entre elecciones. Con la excepción de circunstancias especiales, su recinto electoral y lugar de votación no debe cambiar en los años venideros.
- Nuestras páginas web rediseñadas en www.cocovote.us ayudan para que el explorar y buscar por información y recursos sea más fácil. Usted puede inscribirse para votar, solicitar ser un votante de Voto por Correspondencia, actualizar su dirección o cualquier otra información personal o afiliación política. Usted también puede hacer el seguimiento de su balota en-línea.

Estamos interesados en escuchar sobre su experiencia con nuestra oficina. Si tiene alguna pregunta, comentario, o desea darnos su opinión, por favor envíelo por correo electrónico a candidate.services@vote.cccounty.us o llámenos al 925-335-7800.

Gracias por participar en el proceso electoral!

Sinceramente,

A handwritten signature in cursive script, appearing to read "Joe. Canciamilla".

Joseph E. Canciamilla
Secretario- Escribano y Registrador de Votantes del Condado

FOLLETO DE INFORMACIÓN PARA EL VOTANTE

Las siguientes páginas contienen información para el votante que es aplicable a su balota que puede incluir los siguientes artículos:

- DECLARACIONES DE LOS CANDIDATOS
- MEDIDAS
- ANÁLISIS LEGAL
- LOS ARGUMENTOS A FAVOR Y EN CONTRA

De conformidad con las disposiciones de las Secciones
13307, 13308 y 13312 del Código Electoral y
85601(c) del Código de Gobierno

**LOS ARGUMENTOS A FAVOR O EN CONTRA
DE LA MEDIDA PROPUESTA
SON LAS OPINIONES DE SUS AUTORES.**

Existe la posibilidad de que este folleto no contenga las declaraciones de todos los candidatos; sin embargo, en la Muestra de Balota aparece una lista completa de todos ellos. Las declaraciones de los candidatos son presentadas por el candidato y se imprimen tal como son presentadas. El costo de imprimir cada declaración queda a cargo del candidato, a no ser que el órgano ejecutivo determine lo contrario.

Visite nuestro sitio web en: www.cocovote.us

Si usted tiene alguna pregunta envíenos un correo electrónico a
Candidate.Services@vote.cccounty.us
o llámenos al 925.335.7800

CIUDAD DE ANTIOCH, MIEMBRO DEL CONCEJO MUNICIPAL

LORI OGORCHOCK

Empresaria Local

¡No cabe ninguna duda, me apasiona Antioch! Luego de graduarme en Antioch High, con Richard, mi esposo hace 31 años, criamos a nuestros 3 hijos aquí. Luego me gradué en la Academia de Reserva de la Policía de LMC y fui ex Agente de Policía de Reserva de Walnut Creek.

Doce años atrás me retiré de CSAA para dirigir mi propio negocio de Bienes Raíces. Luego del trabajo le retribuía a la comunidad que amo. Presidí el Consejo Escolar de la Escuela Primaria Sutter, varias juntas de béisbol juvenil, fútbol, ayudé a diseñar e instalar el Parque Municipal.

En el equipo de liderazgo de Keller Williams, organicé eventos cívicos, plantando jardines comunitarios y asistiendo a los Veteranos. Soy la Tesorera entrante de la Asociación de Agentes Inmobiliarios del Delta, futura Directora de la Asociación de Agentes Inmobiliarios de California, una Rotaria y la Presidenta entrante del comité Club Service.

Antioch fracasará si sigue inactiva. Debemos tomar al toro por las astas con un liderazgo valiente. Déjeme traer mi enfoque cándido de arremangarse las mangas a nuestro Concejo Municipal.

Mis Cuatro Metas Principales:

1. La Seguridad de la Comunidad 1^{ra}! Aseguraré que los fondos de la Medida C sean utilizados según lo prometido para la policía, lisa y llanamente
2. Revitalizar el Centro Urbano: Nuestros ciudadanos mayores merecen solo el mejor tratamiento, construir condominios donde debería haber un parque es simplemente una tontería
3. Gravar a los Negocios Razonablemente; simplificar los impuestos, ser justos
4. Crecimiento Económico; las actitudes favoreciendo la seguridad y los negocios estimularán nuestra ciudad y economía

"A" debería ser por Antioch, no por "Asustado". Soy una empresaria exitosa, una hacedora comprobada con sentido común y fuerza de voluntad.

No obstante, no puedo traer resultados yo sola. ¡Necesito su apoyo!

LAMAR THORPE

Administrador de Colegio Comunitario

En 1981, nací en prisión por una madre adicta a la heroína. A los dos días de vida, fui colocado en el cuidado de acogida y criado por una familia de inmigrantes de México a EE. UU. Como resultado, mi primer idioma es el español. En 5^o grado, fui colocado en Educación Especial y subsiguientemente me gradué en la escuela secundaria sin saber leer y escribir. Luego de dos semestres en la universidad menor, me pidieron que me retirara porque era analfabeto. Sin tener a dónde ir, me enlisté en la Marina de los EE. UU.

Hoy, soy un orgulloso veterano de la Marina de 8 años, graduado dos veces en la Universidad The George Washington, administrador de educación superior, y miembro de la Comisión de Desarrollo Económico de Antioch. Me postulo para el concejo municipal para crear oportunidades para que nuestros residentes construyan un sustento más seguro y un sentido de la dignidad. Elegí criar a mi familia en Antioch, pero lo que no elegí fue el delito violento, una tasa de desempleo local del 8%, y un desequilibrio entre los empleos y la vivienda.

Desde la crisis de las ejecuciones hipotecarias, muchos en Antioch han recurrido a tener de dos a tres empleos de medio tiempo, recibiendo a menudo bajos salarios para mantener sus hogares y llevar comida a la mesa. Como concejal, lucharé para promover políticas que:

Incentivarán el crecimiento de los empleos bien remunerados en manufactura, investigación y desarrollo y biotecnología;

Construirán las divisiones de policía y cumplimiento de códigos de Antioch; y, Simplificarán al gobierno para fomentar un entorno colaborador entre los negocios, la mano de obra y el Ayuntamiento.

Le pido humildemente su voto.

DIANE GIBSON-GRAY

Directora Ejecutiva/Fideicomisaria

La ciudad de Antioch está en un punto de crisis y el buen liderazgo requiere experiencia. Mis experiencias en negocios, servicio comunitario, cargos electos y designados por nombramiento, combinadas con mi conocimiento de toda la vida de Antioch me califica para desempeñarme en el Concejo Municipal de Antioch. Abajo están mis tres principales prioridades:

1. Contratar rápidamente empleados de seguridad pública y obtener "botas en el campo" adicionales. ¡Los agentes de policía, el personal de cumplimiento de códigos y de apoyo deben ser contratados ahora!
2. Aumentar los servicios municipales al pueblo devolviendo la semana laboral de 40 horas a los empleados municipales.
3. Mejorar los transportes (ampliación de las rampas conectoras de la Carretera 4, el E-Bart y la Carretera 160) hace de Antioch una atractiva oportunidad de desarrollo; ahora es el momento de las discusiones con las potenciales entidades comerciales nuevas

He trabajado 28 años en la industria de telecomunicaciones por cable, 10 años como Directora Ejecutiva de la Fundación de Arte y Cultura sin fines de lucro, y más de 25 años como voluntaria de la comunidad activa. Estoy en mi segundo mandato como Fideicomisaria del Distrito Escolar Unificado de Antioch, actualmente me desempeño en la Junta Ejecutiva de la Cámara de Comercio de Antioch y he sido Comisionada de Planificación y Recreación. Soy una Rotaria y miembro del Club de Mujeres y residente hace más de 50 años de Antioch.

Los residentes de Antioch merecen vivir en una comunidad segura, tener acceso a los servicios públicos y tener un crecimiento inteligente que deje un legado positivo duradero.

Elija una Concejala con experiencia, con voluntad de hacer los cambios necesarios y preparada para hacer el trabajo hoy. Vote por Diane Gibson-Gray.

Diane Gibson-Gray

www.DianeGibsonGray.com

(925) 325-9897

TONY G. TISCARENO

Concejal Designado de Antioch

El año pasado, fui designado para ocupar la vacante en el Concejo Municipal de Antioch. Hace 44 años que resido en Antioch. Mi esposa, Olivia, y yo criamos a nuestros hijos aquí. Es mi gran honor representarlo.

Antioch tiene muchos desafíos que superar para convertirse en la gran ciudad que sé que podemos ser. Lo más importante es lidiar con la delincuencia:

Contratar Más Policías: Estamos reclutando activamente agentes de policía EXPERIMENTADOS y capacitando a docenas más en la Academia de Policía. Estamos progresando, con la meta de tener 22 agentes adicionales en las calles.

Combatir las Pandillas, Drogas y Armas Ilegales: Si bien estamos contratando más agentes policiales, la Policía de Antioch y el FBI están trabajando horas extras para dismantelar PROACTIVAMENTE a los delincuentes ANTES de que participen en comportamientos violentos en contra de los ciudadanos. APOYO ESTE ESFUERZO CON TODO EL CORAZÓN.

Llevar la PREVENCIÓN DE DELITOS a Nuestras Propias Manos: Estoy orgulloso de nuestros residentes que participan en las limpiezas vecinales mensuales de la Policía de Antioch; participan de la Vigilancia Vecinal (tenemos 480 "Capitanes de Cuadra"); incluso nuestros recolectores de basura y trabajadores del correo ahora LLAMAN ANTE ACTIVIDADES SOSPECHOSAS EN EL VECINDARIO.

Contratar más agentes del orden para citar y multar a los propietarios negligentes, revitalizar RIVERTOWN, hacer al Ayuntamiento más "favorable para los negocios", y atraer un gran restaurante en Humphrey's – son prioridades también.

El hoy requiere un nuevo tipo de Concejal – uno que sea accesible 24/7. **Por favor, llámeme en cualquier momento.** Como su representante, seguiré trabajando duro para mejorar esta gran ciudad. Me sentiría honrado de obtener con su voto.

Tony Tiscareno Celular (925) 234-3639

MEDIDAS LOCALES PRESENTADAS A LOS VOTANTES

Ciudad de Antioch

MEDIDA O DE LA CIUDAD DE ANTIOCH

IMPUESTO A LA LICENCIA COMERCIAL. Para brindar financiamiento que no pueda ser apoderado por el Estado, para mantener los servicios Municipales generales tales como los servicios policiales, el cumplimiento de los códigos, las reparaciones de calles, los servicios para ciudadanos mayores y los programas para jóvenes, ¿deberá la Ciudad de Antioch adoptar un Impuesto a la licencia comercial sobre las propiedades residenciales basado en el tipo y la cantidad de unidades y confirmar los ingresos brutos del impuesto a la licencia comercial existente con un impuesto mínimo mayor, que no es un impuesto aplicado al pueblo en general

ANALISIS IMPARCIAL DE LA MEDIDA O POR EL ABOGADO DE LA CIUDAD

El Concejo Municipal votó unánimemente para colocar la Medida O en la balota para pedir a los votantes que:

- Confirman que el alquiler de una propiedad inmueble (por ej.: un terreno o una construcción) es un negocio sujeto a gravamen;
- Apliquen un impuesto anual a las licencias comerciales sobre los propietarios residenciales que alquilen propiedades en Antioch a \$250 por unidad de vivienda unifamiliar independiente (por ej. una casa) y \$150 por unidad de vivienda multifamiliar conjunta (por ej.: un departamento); y
- Mantengan el impuesto a las licencias comerciales existente para todos los demás negocios, pero con un aumento en el impuesto mínimo anual de \$100 para los negocios sujetos a la fórmula impositiva de los ingresos brutos, excepto algunos negocios de alojamiento por los cuales el impuesto mínimo se mantiene en \$25.

Aplicabilidad de los Impuestos a las Licencias Comerciales

Los impuestos a las licencias comerciales no son impuestos sobre el pueblo en general. Los negocios que operen en Antioch pagan el impuesto para brindar financiamiento para los servicios municipales en Antioch. Estos servicios municipales, como policía, cumplimiento de los códigos, reparaciones de calles, paisajismo y mantenimiento de parques y líneas medias, benefician a los negocios y las residencias de Antioch.

Los propietarios de propiedades comerciales ya pagan los impuestos a las licencias comerciales basados en la fórmula de ingresos brutos existente. Del mismo modo, sus inquilinos comerciales pagan los impuestos a las licencias comerciales. Históricamente, la mayoría de los propietarios residenciales (uni y multifamiliares) no han pagado un impuesto a las licencias comerciales. El impuesto a las licencias comerciales por unidad de vivienda propuesto reemplazaría al impuesto a las

licencias comerciales sobre los ingresos brutos que algunos dueños de departamentos han pagado.

Las viviendas sin fines de lucro – incluyendo las viviendas sin fines lucrativos para ciudadanos mayores -- están exentas de pagar el impuesto a las licencias comerciales existente y estarían exentas de este impuesto propuesto.

Fórmulas del Impuesto a las Licencias Comerciales

Las ciudades pueden usar diferentes fórmulas para gravar distintos tipos de negocios. Esto puede incluir la utilización de tarifas planas en dólares para algunos negocios y un porcentaje de los ingresos brutos por otros tipos de negocios. A veces las ciudades usan una fórmula en particular porque es un método más eficiente de recaudación impositiva.

El impuesto propuesto sobre los propietarios residenciales solo se aplicaría a las propiedades ubicadas en Antioch. Esto cumple con los requisitos Constitucionales de ser imparcial y distribuido para no cargar al comercio interestatal.

Ingresos Generales para Todos los Servicios Municipales

Los ingresos provenientes del impuesto serían depositados en el fondo general de la Ciudad. Se podrían usar para cualquier propósito municipal legal incluyendo: policía y respuesta frente a emergencias; cumplimiento de los códigos; desarrollo de la economía local y creación de empleos; reparación de calles; y cualquier otro programa o servicio de la Ciudad.

Efecto de la Medida O

Votar "Sí" en la Medida O es un voto para: 1) confirmar que el alquiler de una propiedad es un negocio sujeto a gravamen; 2) aplicar un impuesto anual a las licencias comerciales sobre los propietarios residenciales; y 3) mantener los impuestos a las licencias comerciales existentes para todos los demás negocios pero con un aumento del impuesto a las licencias comerciales mínimo para los negocios sujetos a la fórmula de ingresos brutos, con algunas excepciones.

Votar "No " en la Medida O es un voto en contra del impuesto a las licencias comerciales sobre los propietarios residenciales y al aumento del impuesto a las licencias comerciales.

Si la mayoría de los votantes votan "Sí" en la Medida O, esta se aprueba.

Respetuosamente,

Lynn Tracy Nerland, Abogada de la Ciudad de Antioch

ARGUMENTO A FAVOR DE LA MEDIDA O

La Ciudad de Antioch carece de ingresos para brindar los niveles adecuados de servicios municipales a la comunidad. Sufriendo los recortes de personal y de los gastos operativos del 30% desde 2007, todas las funciones del Fondo General están significativamente sub-dotadas de personal, incluyendo la Policía, el Cumplimiento de Códigos, Obras Públicas, Planificación, Construcción, y los departamentos administrativos. Como resultado, el departamento de policía, la oficina de obras públicas y el Ayuntamiento están todos cerrados los viernes.

Antioch no tiene un problema de gastos. Antioch tiene un problema de ingresos. Los bajos valores de las propiedades, los bajos ingresos provenientes del impuesto a la propiedad y del impuesto a las ventas le dan a Antioch ingresos al Fondo General mucho menores que las ciudades del Condado comparables en tamaño, a \$404.36 por residente (presupuesto 2014-15). En comparación, Concord recibe \$681.68 y Richmond, a \$1,255.75, recibe más del triple de los ingresos de Antioch. Pittsburg y Brentwood reciben \$555.84 y \$817.35 respectivamente.

Un grupo de ciudadanos de Antioch comenzaron una iniciativa para ajustar el Impuesto a las Licencias Comerciales para los propietarios residenciales a \$240 por unidad por año. Luego de meses de negociaciones entre la Asociación de Departamentos de California, los líderes de la iniciativa de los ciudadanos y la Ciudad, la Ciudad propuso un cargo anual de \$250 por unidad para las casas separadas que se alquilen y \$150 por unidad para unidades de alquiler multifamiliares. Esto equivaldrá a \$20.83 por mes para las casas de alquiler y a \$12.50 por mes para los departamentos - aproximadamente el uno por ciento (.8% a 1.2%) de la renta bruta, que será pagado por los propietarios. Los ciudadanos estuvieron de acuerdo. La Asociación de Departamentos no.

Muchos inversores acaudalados que compraron casas en Antioch no han estado pagando el Impuesto a las Licencias Comerciales. Es hora de que lo hagan. Están haciendo millones en Antioch, mientras disfrutan de las ventajas impositivas de la inversión en bienes raíces. La Medida O asegurará que paguen la parte que les corresponde en Antioch. Después de todo, todos los propietarios se beneficiarán enormemente de los servicios adicionales que la Ciudad financiará con estos ingresos.

ÚNASE A LOS CIUDADANOS DE ANTIOCH PARA APOYAR A LA MEDIDA O.

Concejo Municipal de Antioch, Wade Harper, Alcalde de Antioch

Hansel Hon Tao Ho, Ex Comisionado de Prevención de Delitos

James Kenneth Gray Jr., Miembro de la Junta - Autoridad de Tránsito de Contra Costa Este

Donald P. Freitas, Ex Alcalde - Ciudad de Antioch

Robin Agopian, Residente

ARGUMENTO EN CONTRA DE LA MEDIDA O

En junio, el *Contra Costa Times* informó que la Ciudad de Antioch tiene un superávit presupuestario según el propio Director de Finanzas de la Ciudad. Pero una vez más, el Concejo Municipal de Antioch está tratando de aumentar los impuestos a sus ciudadanos.

Y una vez más el Concejo Municipal ha propuesto una medida impositiva que evade el requisito del voto de los dos tercios, facilitando así aún más el aumento de los impuestos sin exigir a la Ciudad que revele de qué manera se gastará el dinero.

El año pasado, los votantes de Antioch apoyaron un aumento masivo de impuestos – la Medida C. El Concejo Municipal declaró (falsamente) que el dinero sería utilizado para contratar 22 agentes de policía nuevos. **Pero el *Contra Costa Times* reveló que el dinero de la Medida C nunca se utilizó para contratar 22 agentes de policía nuevos;** y otro informe periodístico declaró que los votantes de Antioch estaban siendo "embaucados sobre el uso de los fondos de la Medida C".

¡Con la Medida O, el Concejo Municipal está tratando de aprovecharse de los votantes otra vez!

- Muchos ciudadanos mayores en última instancia pagarán el impuesto de la Medida O.
- No existe absolutamente ninguna garantía de cómo se gastará el dinero de la Medida O.
- El Director de Finanzas de Antioch dijo que la Ciudad tiene un superávit presupuestario.

Es irresponsable que el Concejo Municipal aumente los impuestos dando como resultado costos más altos para los ciudadanos mayores – muchos que viven de sus ingresos fijos y son ancianos – y con la menor capacidad para afrontar el aumento de los pagos mensuales.

El Concejo Municipal debería simplemente confiar en los votantes y brindar un plan de gastos detallado cuando pide nuevos impuestos. Pero en cambio, el Concejo Municipal está pidiendo otro cheque en blanco, y usando una campaña de amedrentamiento para influenciar a los votantes desprevenidos.

Entonces si el Concejo Municipal no va a confiar en los votantes, ¿por qué deberíamos confiar en el Concejo Municipal con otro aumento impositivo más? **Por favor, únase a los ciudadanos mayores, los propietarios de viviendas y los propietarios de negocios en Votar NO en la Medida O.**

Asociación de Departamentos de California, División de Contra Costa, Aaron Meadows, Miembro de la Junta
Lisa Alotte, Ciudadana Mayor de Antioch

Scott MacIntyre, Agente Inmobiliario/Residente de Antioch
Perry Shusta, Residente/Propietario de un Negocio de Antioch

Charles Caballero, Ciudadano Mayor de Antioch

**TEXTO COMPLETO DE LA
MEDIDA O SOBRE**

**UNA ORDENANZA DE LA CIUDAD DE ANTIOCH
PARA ACTUALIZAR LA ORDENANZA DEL
IMPUESTO A LAS LICENCIAS COMERCIALES
EXISTENTE PARA QUE INCLUYA UN IMPUESTO
A LAS LICENCIAS COMERCIALES SOBRE LOS
PROPIETARIOS RESIDENCIALES Y PARA
CONFIRMAR EL IMPUESTO A LAS LICENCIAS
COMERCIALES EXISTENTE, CON UN AUMENTO DEL
IMPUESTO MÍNIMO**

El pueblo de la Ciudad de Antioch ordena lo siguiente:

SECCIÓN 1. OTORGAMIENTO DE LICENCIAS COMERCIALES. Se agrega la siguiente oración a la definición de "Negocio" en la Sección 3-1.102 del Código Municipal de Antioch:

"El alquiler o arrendamiento de propiedades inmuebles es un Negocio sujeto a gravamen bajo este capítulo."

SECCIÓN 2. IMPUESTO A LAS LICENCIAS COMERCIALES SOBRE LOS PROPIETARIOS RESIDENCIALES. La siguiente disposición se agrega al Capítulo 1 del Título 3 del Código Municipal de Antioch para que diga lo siguiente:

"Sección 3-1.217 PROPIETARIOS RESIDENCIALES

(A) En lugar de cualquier otro impuesto a las licencias comerciales y sujeto a la subsección (B) debajo, todos aquellos en el negocio de alquiler de espacios habitables, incluyendo sin limitaciones una unidad de vivienda de alquiler según lo definido en la Sección 5-20.201 del Código Municipal de Antioch, deberán pagar el monto de la licencia anual indicado en la tabla inmediatamente debajo basado en la cantidad total de unidades que alquilen o tengan disponibles para alquilar dentro de la Ciudad de Antioch y el tipo de unidad según lo definido en el Código Municipal:

Tipo de Unidad	Impuesto Anual
Unidad de vivienda unifamiliar	\$250.00 por unidad
Unidad de vivienda multifamiliar incluyendo dúplex, condominios y departamentos	\$150.00 por unidad

(B) Los siguientes espacios habitables están exceptuados de este requisito de pagar un impuesto a las licencias comerciales basado en unidades de vivienda pero igualmente deben pagar el impuesto basado en los ingresos brutos: (i) aquellos que coincidan con la definición de hospital, hotel, motel, e instalaciones de reposo y cuidado extendido

e instalaciones de cuidado residencial según lo definido en la Sección 9-5.203 del Código Municipal de Antioch; (ii) aquellos que están exentos por cuestiones legales; y (iii) aquellos que el Director de Servicios Financieros determine razonablemente que sean sustancialmente similares en su naturaleza a alguno de los espacios habitables exceptuados enumerados arriba.

(C) El Director de Servicios Financieros puede promulgar políticas y procedimientos para administrar este impuesto.

SECCIÓN 3. CONFIRMACIÓN DEL IMPUESTO A LAS LICENCIAS COMERCIALES EXISTENTE ORDENANZA Y TASA.

Por el presente, son confirmadas las disposiciones del impuesto a las licencias comerciales en el Capítulo 1 del Título 3 del Código Municipal de Antioch. Todo negocio que no esté específicamente enumerado en el Capítulo 1 del Título 3 del Código Municipal de Antioch, que la Ciudad pueda gravar, deberá pagar un impuesto a las licencias comerciales de acuerdo con los ingresos brutos anuales promedio según lo definido de acuerdo con la fórmula existente en la Sección 3-1.201 del Código Municipal de Antioch, con la excepción de que el impuesto mínimo se eleva a \$100.00, excepto para los Negocios en Casa según lo definido en el Título 9 que no sean "Profesionales" según lo definido en el Título 3, para quienes el impuesto mínimo seguirá siendo de \$25.00:

Desde	Hasta	Impuesto
\$0.00	\$20,000.00	\$100.00 (excepto para negocios En Casa no Profesionales que deberán pagar \$25.00)
\$20,001.00	\$1,000,000.00	\$1.25 / \$1,000.00 de ingresos brutos
\$1,000,001.00 y más		\$1,250.00 más 20 ¢ / mil dólares de ingresos brutos que excedan \$1,000,000.00

SECCIÓN 4. ENMIENDA. Esta Ordenanza puede ser revocada o enmendada por el Concejo Municipal sin el voto del Pueblo excepto lo siguiente: según lo requerido por el Artículo XIIIC de la Constitución de California, toda enmienda que aumente el monto o la tasa del impuesto por encima de los niveles autorizados por esta Ordenanza no puede entrar en vigencia a menos que sea aprobada por el voto del Pueblo. El Concejo Municipal puede aplicar el impuesto por cualquier monto o tasa que no exceda la tasa aprobada por los votantes de la Ciudad.

SECCIÓN 5. MEDIDA DE INGRESOS. El impuesto adoptado por esta Ordenanza es aprobado únicamente para recaudar ingresos con propósitos municipales y no

está destinado para fines regulatorios. El Pueblo de la Ciudad determina que el impuesto es un impuesto general apropiado con el fin de recaudar ingresos. Los ingresos provenientes del impuesto serán depositados en el fondo general de la Ciudad y estarán disponibles para cualquier propósito municipal legítimo. Esta Ordenanza en sí misma no autoriza la realización de algún negocio o actividad en la Ciudad, sino que simplemente establece el gravamen de dichos negocios o actividades.

SECCIÓN 6. DIVISIBILIDAD. Si alguna disposición de esta ordenanza o su aplicación a alguna persona o circunstancia es considerada inválida, el resto de esta ordenanza y la aplicación de dicha disposición a otras personas o circunstancias no resultarán afectados por dicha invalidez. Los votantes de la Ciudad por el presente declaran que habrían adoptado esta Ordenanza y cada parte de la misma independientemente del hecho que la Ordenanza contuviera una parte o más partes inválida(s).

SECCIÓN 7. LEY DE CALIDAD AMBIENTAL DE CALIFORNIA (CEQA). Este impuesto a las licencias comerciales que será presentado a los votantes es un impuesto general que puede ser utilizado para cualquier fin legítimo del gobierno. Como tal, bajo la sección 15378(b)(4) de las Pautas de CEQA, el impuesto no es un proyecto dentro del significado de CEQA porque crea un mecanismo de financiamiento del gobierno que no implica ningún compromiso con un proyecto específico que pueda generar un impacto físico potencialmente significativo en el medioambiente. Por lo tanto, según la sección 15060 de las Pautas CEQA, no se requiere la revisión de CEQA.

SECCIÓN 8. FECHA DE ENTRADA EN VIGENCIA. Esta ordenanza se relaciona con la aplicación y recaudación del impuesto a las licencias comerciales de la Ciudad y no entrará en vigencia hasta diez días después de la certificación de su aprobación por la mayoría de los votantes que votan en la elección municipal general que se realizará el 4 de noviembre de 2014 de conformidad con la sección 9217 del Código Electoral

SECCIÓN 9. CERTIFICACIÓN: PUBLICACIÓN. Con la aprobación de los votantes, el Secretario Municipal deberá certificar la aprobación y adopción de esta Ordenanza y ordenará su publicación de acuerdo a las leyes.

* * * * *

La Ordenanza N° _____ fue presentada al Pueblo de la Ciudad de Antioch en la elección municipal del 4 de noviembre de 2014. Por el presente se certifica que esta Ordenanza fue **APROBADA** por el siguiente voto del Pueblo de Antioch:

SÍ:
NO:

La Ordenanza fue, de este modo, adoptada por los votantes en la elección del 4 de noviembre de 2014 y

entró en vigencia 10 días después de la adopción de una resolución que declaró los resultados de la elección en una asamblea regular del Concejo Municipal llevada a cabo el _____, con la siguiente votación:

SÍ:
NO:
AUSENTES:

Por la presente certifico que lo que antecede es una copia verdadera y correcta de una ordenanza debida y regularmente adoptada por el Pueblo de la Ciudad de Antioch, California.

Arne Simonsen,
Secretario Municipal de la Ciudad de Antioch

Fechas Importantes para esta Elección

Octubre 6, 2014	PRIMER DÍA PARÁ VOTAR POR CORRESPONDENCIA Este es el primer día que nuestra oficina puede emitir una balota de voto por correspondencia.
Octubre 20, 2014	ULTIMO DIA DE REGISTRO PARA ESTA ELECCION Debe estar registrado para esa fecha para votar en esta elección.
Octubre 28, 2014	ULTIMO DIA PARA MANDAR UNA BALOTA - Su solicitud por escrito para una balota de voto por correspondencia debe ser recibida en nuestra oficina a más tardar a las 5:00 pm.
Noviembre 4, 2014	DIA DE ELECCION – Lugares de votación estarán abiertos de 7:00 am a 8:00 pm. Regrese su balota de voto por correspondencia a nuestra oficina o en cualquier lugar de votación en el Condado de Contra Costa antes de las 8:00 pm.

3 Formas de Votar

El Condado de Contra Costa ofrece múltiples opciones de voto para adaptarse a su estilo.

1. **¡Vote en los Lugares de Votación el día de la Elección!** La ubicación de su lugar de votación se indica en la contraportada. Tenga en cuenta que su lugar de votación podría haber cambiado desde la(s) elección(es) anterior(es).
2. **Vote Temprano:** A partir del 6 de octubre 2014, el Departamento de Elecciones del Condado de Contra Costa se encuentra abierta como lugar de votación para la Elección del 4 de noviembre de 2014:

Ubicación: 555 Escobar Street, Martinez

Horario de Votación: Oct. 6 – Nov 4
Lunes – Viernes 8 am to 5 pm

Nov. 4, 2014 (Día de Elección)
7:00 am to 8:00 pm

3. **Voto por Correspondencia:** La aplicación al reverso de este folleto debe estar firmada solo por el votante, enviada por correo o fax al 925.335.7838, y ser recibida por el el Departamento de Elecciones a más tardar el 28 de octubre 2014. También puede mandar una carta con su nombre, domicilio, dirección de envío si es diferente, fecha de nacimiento y su firma.

Para convertirse en votante por correo permanente, solo firme la solicitud de voto por correo. Usted recibirá automáticamente su balota de voto por correspondencia para cada elección en la cual sea elegible para votar.

★ Voto por Correspondencia ★

¿Puedo Votar por Correspondencia solo para esta elección?

¡Si! Tiene que llenar y devolver la aplicación en la contraportada de su Folleto de Información al Votante. Si desea votar por correspondencia **solo** para esta elección, simplemente marque la casilla en la aplicación que indica solicitar una balota solo para esta elección.

¿Cuándo recibirá mi balota de Voto por Correspondencia?

Su balota es enviada a partir de 29 días antes de la elección. Si no recibe su balota alrededor de ese tiempo, llámenos. El departamento de elección le enviara una balota de reemplazo. Si no hay suficiente tiempo para enviarla, usted puede venir a recoger una en la oficina.

¿Cómo puedo votar antes de la elección?

Puede votar en la oficina del Departamento de Elecciones comenzando 29 días antes de la elección.

¿Si estoy de viaje, puedo recibir mi balota de Voto por Correspondencia en una dirección diferente?

Si. Contáctenos y dénos su dirección temporal. O si prefiere, puede venir y votar temprano en la oficina comenzando 29 días antes de la elección.

¿La oficina de correo reenviara mi balota de Voto por Correspondencia a mi nueva dirección?

¡No! Balotas de Voto por Correspondencia no son reenviadas. Actualice su inscripción en www.registertovote.ca.gov o llene un formulario de inscripción electoral con su nueva dirección. Debe tener el sello postal a más tarde de 15 días antes de la elección.

¿Si pierdo la balota?

Llámenos. Si es muy tarde para enviarle su reemplazo, podrá venir a recoger una balota nueva en la oficina de elecciones.

¿Qué pasa si cometo un error en mi balota?
Usted puede hacer una corrección de una manera que indica claramente su intención de voto. Contacte nuestra oficina para pedir una balota de reemplazo.

¿Puedo votar en mi lugar de votación si Voto por Correspondencia?

¡Si! Lleve su balota de Voto por Correspondencia y el sobre al lugar de votación y pida una balota de recinto. Si no tiene su balota de Voto por Correspondencia y el sobre tendrá que votar una balota provisional, que será contada después de la elección.

¿Cómo regreso mi balota de Voto por Correspondencia?

Debe devolver su balota en el sobre adjunto.

Usted puede:

- Enviar por correo su balota
- Entregarlo en la oficina de elecciones, o
- Llevarlo a un lugar de votación el día de elección entre las 7 a.m. y 8 p.m.

Fecha limite: Su balota debe estar en la oficina de elección o lugar de votación a las 8 p.m. la noche de elección – sin excepción!

¿Si me olvide de firmar el sobre de mi balota?

Su balota no será contada. Pero si recibimos su sobre de balota sin firma antes de la elección, trataremos de ponernos en contacto con usted.

¿Puedo comprobar si ha recibido mi balota de Voto por Correspondencia?

¡Si! Visite nuestra página de Web. www.cocovote.us o llame: 925.335.7800



Si la oficina de Elecciones recibe su balota de Voto por Correspondencia antes de la elección, será contada el día de la elección a las 8:00 pm. Si entrega su balota de Voto por Correspondencia el día de la elección en la casilla, será contada después del día de la elección.

Contra Costa County Elections Office
Abiertos de 8 a.m. a 5 p.m. entre semana,
y de 7 a.m. a 8 p.m. el Día de Elección.
555 Escobar St., Martinez, CA 94553
Tel. 925.335.7800 ★ www.cocovote.us

ABANDONE LA LINEA

AHORRE TIEMPO

VOTE POR CORREO

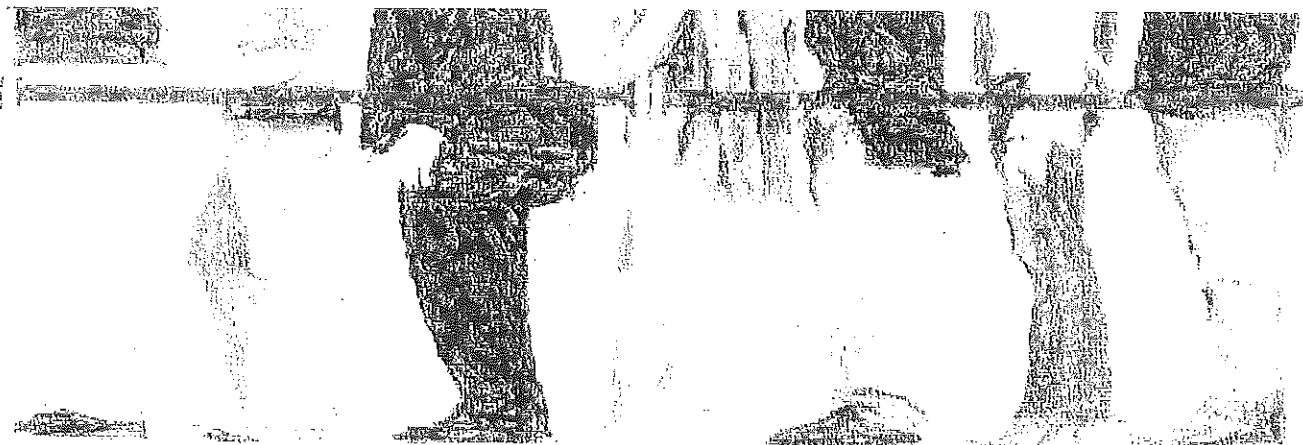
No más buscar estacionamiento, o tomarse tiempo para ir al lugar de votación el Día de la Elección.

Al Votar-por-Correspondencia puede votar en la comodidad de su casa al tiempo que le sea conveniente.

Para comenzar solo complete la solicitud al reverso de este folleto. Las solicitudes deben ser recibidas a más tardar siete días antes del Día de la Elección.

Como regresar su balota:

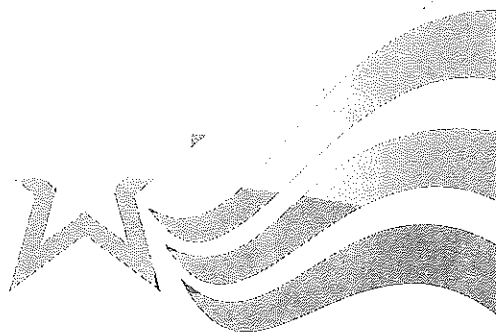
- Regrésela por correo a más tardar 5 días antes del Día de Elección.
- Entréguela en la Oficina de Elecciones durante horas de oficina.
- Entréguela en cualquier lugar de votación en el Condado de Contra Costa de 7am a 8pm el Día de la Elección.



COMPLETE LA SOLICITUD AL REVERSO DE ESTE FOLLETO

Responsabilidades del Votante

- ☐ Es RECOMENDADO separar y marcar su voto en la muestra de balota y llevarla a su lugar de votación el día de elección para usar como referencia. Esto permitirá que vote la balota rápidamente. Recuerde recoger su muestra de balota de la casilla después de haber completado la votación.
- ☐ LEA todas las instrucciones en su Folleto de Información para familiarizarse con los procedimientos de votación.
- ☐ ACTUALICE su preferencia de idioma si no está recibiendo materiales en el idioma que eligió.
- ☐ ASEGÚRESE de que su partido político de preferencia sea el correcto.
- ☐ ACTUALICE su registro cuando: 1) Se mude; 2) Cambie su nombre; 3) Desea cambiar su preferencia de partido.
- ☐ ENCUENTRE la ubicación de su lugar de votación asignado en la parte posterior de su Folleto de Información.
- ☐ VOTE. Los lugares de votación están abiertos de 7:00 a.m. a 8:00 p.m. el Día de la Elección.
- ☐ APAGUE su localizador electrónico y/o teléfono celular antes de entrar al lugar de votación.
- ☐ REVISE en detalle su Balota. Asegúrese de que su Balota esté correcta antes de emitirla.
- ☐ COMUNÍQUESE con el Departamento de Elecciones si tiene preguntas al 925.335.7800, sin cargo al 877.335.7802 o visite nuestro sitio web www.cocovote.us.



FROM / DE:



PLACE
1ST CLASS LETTER
POSTAGE
STAMP HERE

DID YOU SIGN YOUR APPLICATION?
¿FIRMO SU APLICACION?

CONTRA COSTA COUNTY CLERK
ELECTIONS DIVISION
P O BOX 271
MARTINEZ CA 94553-0027



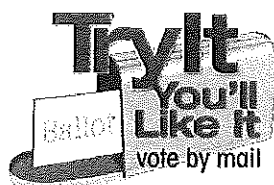
DETACH HERE

CORTE AQUÍ

VOTE-BY-MAIL VOTE-POR-CORREO

- Vote at Home
- Vote When You Want
- Save Time and Gas
- No more waiting in line at the Polls
- Carefully evaluate each issue at your leisure.

- *Vote en casa*
- *Vote cuando guste*
- *Ahorre tiempo y gas*
- *No más esperas en línea en la casilla electoral*
- *Cuidadosamente evalúe cada contienda cómodamente*



To apply, sign & return the application above.
Para aplicar, complete y regrese la aplicación arriba.
(If you already receive your ballot by mail no action is required.)
(Si usted recibe su balota por correo no necesita hacer nada más.)



NON-PROFIT ORG.
U.S. POSTAGE
PAID
CONTRA COSTA
COUNTY CLERK

CHANGE SERVICE REQUESTED

**POLLING PLACE LOCATION AND
PERMANENT VOTE-BY-MAIL BALLOT APPLICATION**

✂ **DETACH HERE** ✂

Mail or deliver this application directly to the Contra Costa County Registrar of Voters.

Application must be received seven days prior to election to permit a ballot to be received, voted and returned by Election Day.

Please mail me a ballot for each election in which I am eligible to vote.

Favor de enviarme una balota para cada elección en la cual soy elegible para votar.

☐ I only wish to receive a Vote-By-Mail ballot for this election.
Solo deseo recibir Voto-por-Correspondencia en esta elección.

**LOCALIDAD DE LUGAR DE VOTACION Y
APLICACIÓN PARA VOTAR-POR-CORREO PERMANENTE**

✂ **DESPRENDA AQUÍ** ✂

Regrese o entregue esta aplicación directamente al Registro de Votantes del Condado de Contra Costa.

La aplicación debe ser recibida siete días antes de elección para permitir tiempo para recibir, votar y regresar para el día de elección.

MAILING ADDRESS FOR BALLOT (IF DIFFERENT FROM ADDRESS BELOW)
DIRECCION DE ENVIO PARA LA BALOTA (SI ES DIFERENTE DE LA DIRECCION DE ABAJO)

STREET OR BOX / CALLE O CAJA POSTAL

CITY / CIUDAD

STATE / ESTADO

ZIP / ZONA

X
SIGNATURE OF APPLICANT (DON'T PRINT) / FIRMA DEL APLICANTE (NO EN LETRA DE MOLDE) DATE / FECHA
I attest under penalty of perjury under the laws of the State of California that the contents of my application are true and correct.
Yo doy fe bajo pena de perjurio bajo las leyes del Estado de California que el contenido de mi aplicación es verdadero y correcto.

YOUR POLLING PLACE IS / SU LUGAR DE VOTACION ES

TO / PARA:

010

✂ **DETACH HERE** ✂

Questions?
¿Preguntas?
925.335.7800
www.cocovote.us

✂ **DESPRENDA AQUÍ** ✂

For further Vote-By-Mail
Information:

Para más información de
Voto-por-Correspondencia:



POLLS OPEN AT 7 AM AND CLOSE AT 8 PM

**LUGARES DE VOTACION ABREN A LAS
7 AM Y CIERRAN A LAS 8 PM**

CUT HERE
CORTE AQUÍ

ATTACHMENT

D

RESOLUTION NO. 2014/97

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA
OF BALLOTS CAST AT THE GENERAL MUNICIPAL ELECTION HELD ON
NOVEMBER 4, 2014**

WHEREAS, the County Clerk of Contra Costa County, pursuant to the request of and under direction of the City Clerk for the City of Antioch, has duly canvassed the votes cast in the General Election held on November 4, 2014, for the election of two Council Members seats and the Residential Landlord Business License Tax (Measure O) as hereinafter set forth, and has certified to this City Council the results of the votes cast thereon, certification of which is now on file in the office of the Antioch City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that said canvass by the County Clerk as shown by said certification and the results shown thereby are hereby ratified, confirmed and approved, and the votes cast for the various candidates and measure are attached as in "Exhibit A".

IT IS THEREFORE, FURTHER RESOLVED, FOUND AND DETERMINED as follows:

- 1) **LORI OGORCHOCK** was elected as City Councilmember for a term of four (4) years, commencing forthwith;
- 2) **TONY TISCARENO** was elected as City Councilmember for a term of four (4) years, commencing forthwith.
- 3) Residential Landlord Business License Tax (Measure O) was approved.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was duly passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9th day of December, 2014, by the following vote:

AYES: Council Members Wilson, Rocha, Tiscareno and Mayor Harper

NOES: None

ABSENT: None



ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

RECEIVED

DEC 01 2014

CITY OF ANTIOCH
CITY CLERK

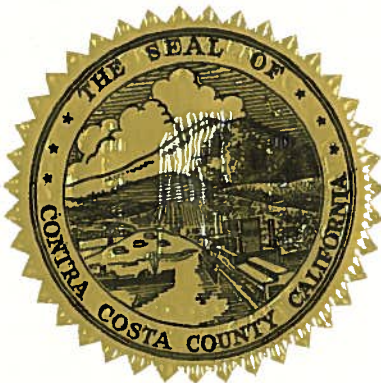
CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH
NOVEMBER 4, 2014 GENERAL ELECTION

State of California)
) ss.
County of Contra Costa)

I, JOSEPH E. CANCIAMILLA, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **CITY OF ANTIOCH** in said county at the General Election held on November 4, 2014 for said city candidates and Measure O submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and measure are full, true and correct.

WITNESS my hand and Official Seal this 26th day of November, 2014.

JOSEPH E. CANCIAMILLA, County Clerk



By: Rosa Mena
Rosa Mena, Deputy Clerk

CONTRA COSTA COUNTY
STATEWIDE GENERAL ELECTION
TUESDAY, NOVEMBER 4, 2014

Final Official Results

PRINTED 11/26/14, 09:27 AM

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				City of Antioch Member, City Council 2 TO BE ELECTED									
				J H E A F L F L R - E C Y O T T R E L L (NON)	A S N E T G H O V N I Y A (NON)	L O G R O I R C H O C K (NON)	D G I I A B N S E O N - G R A Y (NON)	S B T A E D V O E N (NON)	K D A I R E L T Z E L (NON)	L T A H M O A R P E (NON)	T G T O I N S Y C A R E N O (NON)	W R I T E - I N (NON)	
49 PRECINCTS		R V E O G T I E S R T S E R E D	B C A A L S L T O T S	T P U E R R N C O E U N T T A G E									
Antioch101	A	1171	201	17.16	20	28	52	68	4	11	63	72	2
Antioch101	V	1171	113	9.65	13	11	33	36	8	7	28	25	0
Antioch102	A	907	225	24.81	11	27	62	85	16	6	41	102	0
Antioch102	V	907	110	12.13	2	18	48	39	6	4	11	41	0
Antioch103	A	993	158	15.91	3	26	49	39	8	4	43	73	1
Antioch103	V	993	108	10.88	3	15	31	35	4	3	32	35	0
Antioch104	A	1080	246	22.78	9	27	81	73	6	11	59	112	0
Antioch104	V	1080	148	13.70	6	19	59	38	11	5	25	62	0
Antioch105	A	845	221	26.15	12	22	82	58	2	11	82	89	0
Antioch105	V	845	103	12.19	5	13	38	29	4	6	30	30	1
Antioch106	A	749	219	29.24	9	22	76	69	14	18	66	62	5
Antioch106	V	749	138	18.42	8	16	50	44	6	14	34	37	7
Antioch107	A	851	188	22.09	6	26	72	60	9	7	70	73	3
Antioch107	V	851	107	12.57	4	20	36	23	8	10	34	38	0
Antioch108	A	1247	425	34.08	20	54	210	143	16	19	93	162	3
Antioch108	V	1247	187	15.00	7	17	97	47	9	25	37	63	1
Antioch109	A	1001	291	29.07	8	24	118	107	5	16	70	109	1
Antioch109	V	1001	168	16.78	8	21	50	62	4	9	49	50	0
Antioch110	A	1027	319	31.06	15	31	158	123	7	11	60	101	14
Antioch110	V	1027	174	16.94	5	19	81	61	8	8	27	58	1
Antioch111	A	1159	308	26.57	9	45	130	105	10	20	68	119	1
Antioch111	V	1159	236	20.36	20	29	99	59	11	19	52	90	0
Antioch112	A	664	185	27.86	10	26	69	65	7	12	32	74	2
Antioch112	V	664	113	17.02	6	16	41	20	6	1	26	47	1
Antioch113	A	1170	200	17.09	17	25	55	57	10	4	53	94	1
Antioch113	V	1170	156	13.33	8	22	35	45	6	9	43	56	1
Antioch114	A	792	164	20.71	11	12	58	67	5	7	52	56	1
Antioch114	V	792	149	18.81	7	16	48	58	3	6	44	43	1
Antioch115	A	859	240	27.94	10	25	79	103	8	14	49	109	5
Antioch115	V	859	137	15.95	3	16	47	61	5	10	37	43	2
Antioch116	A	640	117	18.28	8	17	40	35	6	2	24	42	3
Antioch116	V	640	118	18.44	11	8	45	29	10	10	25	39	2
Antioch117	A	1002	272	27.15	18	31	120	88	11	23	56	99	7
Antioch117	V	1002	176	17.56	6	13	89	45	7	13	43	67	4
Antioch118	A	707	213	30.13	12	24	106	75	7	7	54	72	1
Antioch118	V	707	109	15.42	4	13	47	31	5	11	39	26	0
Antioch119	A	1227	308	25.10	28	34	110	112	10	12	75	109	3
Antioch119	V	1227	133	10.84	1	21	46	35	10	6	37	47	0
Antioch120	A	1129	368	32.60	11	42	183	133	12	18	68	125	0
Antioch120	V	1129	184	16.30	4	16	100	64	6	18	28	62	0
Antioch121	A	782	188	24.04	6	16	62	42	11	12	63	78	4
Antioch121	V	782	96	12.28	7	14	24	25	3	8	32	30	1
Antioch122	A	1093	227	20.77	8	23	63	79	6	6	83	78	4

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		City of Antioch Member, City Council 2 TO BE ELECTED												
		R V E O G T I E S R T S E R E D	B C A A L S L T O T S	T P U E R R N C O E U N T T A G E	J H E A F L F L R - E C Y O T R E L L (NON)	A S N E T G H O V N I Y A (NON)	L O G R O I R C H O C K (NON)	D G I I A B N S E O N - G A Y (NON)	S B T A E D V O N (NON)	K D A I R E L T Z E L (NON)	L T A H M O A R R P E (NON)	T G T O N I S Y C A R E N O (NON)	W R I T E - I N (NON)	
49 PRECINCTS														
Antioch122	V	1093	144	13.17	3	19	50	31	3	5	48	37	3	
Antioch123	A	1108	243	21.93	10	27	80	67	7	9	78	92	0	
Antioch123	V	1108	210	18.95	11	20	65	67	6	8	80	42	0	
Antioch124	A	1062	275	25.89	10	25	92	100	5	7	89	104	2	
Antioch124	V	1062	122	11.49	6	14	33	29	0	6	54	43	0	
Antioch125	A	890	194	21.80	5	26	68	55	8	15	54	63	0	
Antioch125	V	890	148	16.63	7	14	60	52	6	17	27	41	1	
Antioch126	A	1345	391	29.07	20	55	176	112	11	18	98	170	1	
Antioch126	V	1345	195	14.50	7	25	66	53	9	12	68	59	1	
Antioch127	A	946	340	35.94	20	35	144	134	13	17	67	129	2	
Antioch127	V	946	105	11.10	3	14	40	42	2	6	29	29	1	
Antioch128	A	843	216	25.62	12	28	82	60	10	10	64	94	0	
Antioch128	V	843	120	14.23	1	12	49	44	4	10	36	37	0	
Antioch129	A	583	171	29.33	12	22	59	61	13	8	39	56	0	
Antioch129	V	583	69	11.84	5	3	21	26	2	2	15	34	1	
Antioch130	A	665	169	25.41	9	20	62	53	2	8	37	68	3	
Antioch130	V	665	111	16.69	9	9	29	31	9	3	39	38	0	
Antioch131	A	968	254	26.24	14	27	93	105	15	3	60	94	1	
Antioch131	V	968	141	14.57	8	10	49	55	7	6	46	40	2	
Antioch132	A	736	164	22.28	6	22	48	63	9	11	48	37	2	
Antioch132	V	736	130	17.66	10	9	43	41	5	10	39	36	3	
Antioch133	A	811	167	20.59	10	19	40	45	6	6	85	46	0	
Antioch133	V	811	139	17.14	2	16	28	28	8	8	77	34	0	
Antioch134	A	972	181	18.62	14	16	54	65	6	5	66	53	0	
Antioch134	V	972	146	15.02	5	19	49	46	0	4	56	44	0	
Antioch135	A	861	212	24.62	9	32	83	63	6	3	69	70	5	
Antioch135	V	861	107	12.43	9	11	39	29	5	4	36	26	0	
Antioch136	A	1370	342	24.96	10	31	121	113	17	15	112	138	1	
Antioch136	V	1370	204	14.89	6	16	80	66	5	6	60	56	0	
Antioch137	A	850	187	22.00	8	27	66	68	4	12	52	64	2	
Antioch137	V	850	135	15.88	4	17	56	43	4	12	42	36	1	
Antioch138	A	1119	279	24.93	16	37	95	72	8	12	96	98	2	
Antioch138	V	1119	171	15.28	7	12	51	56	6	10	62	44	1	
Antioch139	A	870	185	21.26	6	32	52	58	6	3	68	53	1	
Antioch139	V	870	122	14.02	5	22	43	21	2	10	38	23	0	
Antioch140	A	1188	239	20.12	13	31	85	81	9	9	58	81	7	
Antioch140	V	1188	177	14.90	11	19	52	47	14	11	44	50	1	
Antioch141	A	1013	258	25.47	5	35	104	94	9	11	66	91	3	
Antioch141	V	1013	172	16.98	6	18	66	51	4	15	41	46	0	
Antioch142	A	644	190	29.50	8	19	53	68	9	7	65	68	1	
Antioch142	V	644	93	14.44	10	11	31	30	3	4	33	22	0	
Antioch143	A	1056	230	21.78	9	41	88	72	5	7	72	80	7	
Antioch143	V	1056	163	15.44	3	25	43	45	2	8	66	36	0	

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		City of Antioch Member, City Council 2 TO BE ELECTED											
					J H E A F L F L R - E C Y O	A S N E T G H O O V N I Y A	L O O G R O I R C H O C K	D G I I A B N S E O N - R A Y	S B T A E D V O E N	K D A I R E L T Z E L	L T A H M O A R R P E	T G T O I N S Y C A R E N O	W R I T E - I N
49 PRECINCTS		R V E O G T I E S R T S E R E D	B C A A L S L T O T S	T P U E R R N C O E U N T T A G E	(NON)	(NON)	(NON)	(NON)	(NON)	(NON)	(NON)	(NON)	(NON)
Antioch144	A	575	151	26.26	4	11	59	60	10	5	36	51	4
Antioch144	V	575	93	16.17	5	13	36	26	8	5	21	24	1
Antioch145	A	757	142	18.76	15	19	40	35	10	11	36	57	1
Antioch145	V	757	77	10.17	5	8	26	24	3	4	26	20	1
Antioch146	A	864	220	25.46	8	31	95	70	8	9	38	86	4
Antioch146	V	864	147	17.01	11	18	57	41	7	17	37	53	0
Antioch147	A	1007	232	23.04	10	21	86	87	15	3	64	92	2
Antioch147	V	1007	151	15.00	9	15	38	34	8	6	54	54	0
Antioch801	A	4	3	75.00	0	2	1	0	0	0	0	3	0
Antioch801	V	4	0		0	0	0	0	0	0	0	0	0
Antioch802	A	19	9	47.37	2	0	4	4	0	0	1	0	0
Antioch802	V	19	1	5.26	0	0	1	0	1	0	0	0	0
COUNTY TOTAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
ABSENTEES		44221	10927	24.71	526	1298	4065	3651	411	475	2942	4048	112
VOTING PRECINCTS		44221	6556	14.83	306	742	2345	1944	273	411	1887	1993	39
9TH CONGRESSIONAL DST		33501	13692	40.87	622	1577	5137	4404	520	726	3860	4589	131
11TH CONGRESSIONAL DST		10720	3791	35.36	210	463	1273	1191	164	160	969	1452	20
CONGRESSIONAL TOTAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
7TH SENATORIAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
STATE SENATE TOTAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
11TH ASSEMBLY DST		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
STATE ASSEMBLY TOTAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
Bd Of Equalization		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
BD OF EQUALIZATION TOT		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
3RD SUPERVISORIAL		37170	15046	40.48	688	1754	5627	4771	578	769	4182	5133	131
5TH SUPERVISORIAL		7051	2437	34.56	144	286	783	824	106	117	647	908	20
SUPERVISORIAL TOTAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
CITY OF ANTIOCH		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
CITY TOTAL		44221	17483	39.54	832	2040	6410	5595	684	886	4829	6041	151
MAIL BALLOT PRECINCT		23	13	56.52	2	2	6	4	1	0	1	3	0

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		E O		U E		
		G T		R R		
		I E	B C	N C		
		S R	A A	O E		
		T S	L S	U N		
		E	L T	T T	Y	
		R	O	A	e	N
		E	T	G	s	o
		D	S	E	(NON)	(NON)
49 PRECINCTS						
Antioch101	A	1171	201	17.16	96	104
Antioch101	V	1171	113	9.65	50	59
Antioch102	A	907	225	24.81	95	115
Antioch102	V	907	110	12.13	36	71
Antioch103	A	993	158	15.91	65	88
Antioch103	V	993	108	10.88	43	57
Antioch104	A	1080	246	22.78	130	106
Antioch104	V	1080	148	13.70	62	82
Antioch105	A	845	221	26.15	115	103
Antioch105	V	845	103	12.19	47	53
Antioch106	A	749	219	29.24	112	105
Antioch106	V	749	138	18.42	73	60
Antioch107	A	851	188	22.09	94	93
Antioch107	V	851	107	12.57	46	57
Antioch108	A	1247	425	34.08	228	190
Antioch108	V	1247	187	15.00	75	105
Antioch109	A	1001	291	29.07	171	113
Antioch109	V	1001	168	16.78	87	76
Antioch110	A	1027	319	31.06	134	172
Antioch110	V	1027	174	16.94	65	104
Antioch111	A	1159	308	26.57	168	134
Antioch111	V	1159	236	20.36	108	125
Antioch112	A	664	185	27.86	79	100
Antioch112	V	664	113	17.02	50	60
Antioch113	A	1170	200	17.09	93	100
Antioch113	V	1170	156	13.33	78	76
Antioch114	A	792	164	20.71	84	73
Antioch114	V	792	149	18.81	73	69
Antioch115	A	859	240	27.94	135	98
Antioch115	V	859	137	15.95	76	59
Antioch116	A	640	117	18.28	58	57
Antioch116	V	640	118	18.44	51	65
Antioch117	A	1002	272	27.15	128	143
Antioch117	V	1002	176	17.56	72	97
Antioch118	A	707	213	30.13	75	125
Antioch118	V	707	109	15.42	48	57
Antioch119	A	1227	308	25.10	153	151
Antioch119	V	1227	133	10.84	54	74
Antioch120	A	1129	368	32.60	179	173
Antioch120	V	1129	184	16.30	93	88
Antioch121	A	782	188	24.04	115	67
Antioch121	V	782	96	12.28	46	46
Antioch122	A	1093	227	20.77	106	114
Antioch122	V	1093	144	13.17	81	59
Antioch123	A	1108	243	21.93	151	82
Antioch123	V	1108	210	18.95	107	93
Antioch124	A	1062	275	25.89	162	101
Antioch124	V	1062	122	11.49	75	46
Antioch125	A	890	194	21.80	110	79
Antioch125	V	890	148	16.63	74	67

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		R V	T P	Measure 0 - City of Antioch Business License Tax - Majority		
		E O	U E			
		G T	R R			
		I E	N C			
		S R	O E			
		T S	U N			
		E	T T	Y		
		R	A	e	N	
		E	G	s	O	
		D	E	(NON)	(NON)	
49 PRECINCTS						
Antioch126	A	1345	391	29.07	195	186
Antioch126	V	1345	195	14.50	74	117
Antioch127	A	946	340	35.94	130	199
Antioch127	V	946	105	11.10	38	65
Antioch128	A	843	216	25.62	86	125
Antioch128	V	843	120	14.23	55	61
Antioch129	A	583	171	29.33	76	86
Antioch129	V	583	69	11.84	30	35
Antioch130	A	665	169	25.41	78	84
Antioch130	V	665	111	16.69	57	52
Antioch131	A	968	254	26.24	141	102
Antioch131	V	968	141	14.57	68	68
Antioch132	A	736	164	22.28	97	59
Antioch132	V	736	130	17.66	76	51
Antioch133	A	811	167	20.59	99	64
Antioch133	V	811	139	17.14	62	72
Antioch134	A	972	181	18.62	103	76
Antioch134	V	972	146	15.02	75	63
Antioch135	A	861	212	24.62	102	99
Antioch135	V	861	107	12.43	59	46
Antioch136	A	1370	342	24.96	206	123
Antioch136	V	1370	204	14.89	106	81
Antioch137	A	850	187	22.00	112	71
Antioch137	V	850	135	15.88	81	49
Antioch138	A	1119	279	24.93	159	113
Antioch138	V	1119	171	15.28	103	64
Antioch139	A	870	185	21.26	88	93
Antioch139	V	870	122	14.02	52	62
Antioch140	A	1188	239	20.12	143	91
Antioch140	V	1188	177	14.90	86	82
Antioch141	A	1013	258	25.47	138	109
Antioch141	V	1013	172	16.98	92	74
Antioch142	A	644	190	29.50	104	77
Antioch142	V	644	93	14.44	59	34
Antioch143	A	1056	230	21.78	124	103
Antioch143	V	1056	163	15.44	83	67
Antioch144	A	575	151	26.26	85	63
Antioch144	V	575	93	16.17	57	32
Antioch145	A	757	142	18.76	68	68
Antioch145	V	757	77	10.17	46	31
Antioch146	A	864	220	25.46	94	120
Antioch146	V	864	147	17.01	69	76
Antioch147	A	1007	232	23.04	104	120
Antioch147	V	1007	151	15.00	67	76
Antioch801	A	4	3	75.00	1	2
Antioch801	V	4	0		0	0
Antioch802	A	19	9	47.37	3	6
Antioch802	V	19	1	5.26	0	1
COUNTY TOTAL		44221	17483	39.54	8737	8189

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	G T		R R		
	I E	B C	N C		
	S R	A A	O E		
	T S	L S	U N		
	E	L T	T T	Y	
	R	O	A	e	N
	E	T	G	s	o
	D	S	E	(NON)	(NON)
49 PRECINCTS					
ABSENTEES	44221	10927	24.71	5572	5025
VOTING PRECINCTS	44221	6556	14.83	3165	3164
9TH CONGRESSIONAL DST	33501	13692	40.87	7000	6256
11TH CONGRESSIONAL DST	10720	3791	35.36	1737	1933
CONGRESSIONAL TOTAL	44221	17483	39.54	8737	8189
7TH SENATORIAL	44221	17483	39.54	8737	8189
STATE SENATE TOTAL	44221	17483	39.54	8737	8189
11TH ASSEMBLY DST	44221	17483	39.54	8737	8189
STATE ASSEMBLY TOTAL	44221	17483	39.54	8737	8189
Bd Of Equalization	44221	17483	39.54	8737	8189
BD OF EQUALIZATION TOT	44221	17483	39.54	8737	8189
3RD SUPERVISORIAL	37170	15046	40.48	7588	6977
5TH SUPERVISORIAL	7051	2437	34.56	1149	1212
SUPERVISORIAL TOTAL	44221	17483	39.54	8737	8189
CITY OF ANTIOCH	44221	17483	39.54	8737	8189
CITY TOTAL	44221	17483	39.54	8737	8189
MAIL BALLOT PRECINCT	23	13	56.52	4	9

ORDINANCE NO. 2094-C-S

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 sub-section (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.

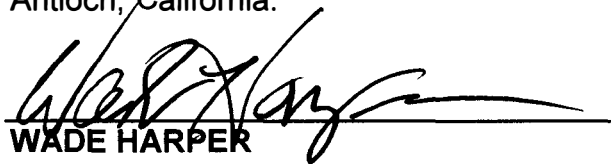
Ordinance No. 2094-C-S was submitted to the People of the City of Antioch at the November 4, 2014 municipal election. It is hereby certified that this Ordinance was **APPROVED** by the following vote of the People of Antioch:

YES: 8,737
NO: 8,189

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 December 9, 2014, by the following vote:

AYES: Council Members Wilson, Rocha, Tiscareno and Mayor Harper
NOES: None
ABSENT: None

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.


WADE HARPER
MAYOR OF THE CITY OF ANTIOCH

ATTEST:


ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT

E



REQUEST FOR PROPOSAL

BUSINESS LICENSE DISCOVERY/RECOVERY

PROPOSAL NO. 946-1231-15F

PROPOSAL DUE DATE: THURSDAY, JANUARY 29, 2015 AT 2:00 PM

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL
RFP No. 946-1231-15F**

BUSINESS LICENSE DISCOVERY/RECOVERY

RELEASE DATE: December 31, 2014

CLOSING DATE: Proposals must be received by Thursday, January 29, 2015
at 2:00 p.m. PST at the address listed below.

CONTACT PERSON: Lisa Saunders, Finance Services Supervisor
925-779-6150
925-779-7054 (fax)
lsaunders@ci.antioch.ca.us

Mailing address:

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

Delivery Address:

City of Antioch/Finance Department
200 H St
Antioch, CA 94509

Office Hours: M-T 8:00 a.m. – 5:00 p.m. (through January 8, 2015)
M-F 8:30 a.m. – 4:30 p.m. (effective January 12, 2015)

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for Business License Discovery/Recovery Services. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the Finance Department at the above indicated address on or before 2:00 p.m., Thursday, January 29, 2015. It is the bidder's responsibility to ensure that bids are received prior to the 2:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date. Or you may contact the Finance Department at 925-779-7055.

I. BACKGROUND

The City of Antioch was incorporated in 1872 as a general law city operating under the City Council/City Manager form of government. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City has approximately 285 employees and an annual operating budget in excess of \$124 million.

The City has approximately 3,200 active business licenses, with a fiscal year 2015 budget of \$1,111,000 in business license tax revenue. In November 2014, Antioch voters approved Measure O, an update to the City's existing business license tax. Specifically, Measure O 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. The minimum tax for those businesses subject to the gross receipts tax formula, except for certain home occupation businesses, will be increased to \$100. Measure O became effective December 9, 2014. The ordinance language of Measure O can be found in Exhibit A to the RFP.

Section 1, Chapter 1 of Title 3 of the City's Municipal Code governs the City's business licenses and associated tax. The Municipal Code Chapter can be found at http://www.amlegal.com/antioch_ca/.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to modify the activities, time line, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing vendors in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and Council approvals if required. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, and efficiency of the provider. No single factor will determine the final award decision. Please describe all other services that may be used in the determination for award of bid.

II. QUALIFYING REQUIREMENTS

The intent of this RFP is to identify a firm that can offer the highest quality of service at the lowest overall cost to the City of Antioch. The City plans to establish a two (2) year contract, if awarded, commencing approximately March 2, 2015, with an option to renew for an additional two (2) years. The City desires fixed pricing for the four-year contract period.

The City of Antioch reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.

The firm chosen by the City will be required to obtain a City business license prior to starting services.

III. SCOPE OF WORK

The City of Antioch is seeking to enter into contract with a firm that has demonstrated its ability in providing business license discovery and recovery for a public agency of equal or greater size than the City of Antioch. Business license administration is currently handled by multiple Finance staff and recruitment of a dedicated Business License Representative is in progress. The City utilizes Progressive Solutions Inc. for processing of business license transactions.

A. Required Services

1. Review of City business licenses to ensure that all persons/companies doing business with the City have a current business license. Review may include physical inventory of businesses and/or analyses of State databases such as State Board of Equalization or Franchise Tax Board.
 - a. This review may include assisting the City in determining those persons/businesses that fall in the category of "Residential Landlord" as defined in business license ballot Measure O approved by the voters on November 4, 2014 and effective December 9, 2014 (see Exhibit A). If there is an additional cost associated with this particular service, please detail in the sealed Cost Proposal.
2. For any business that does not have a current business license, achieve licensing compliance from those businesses.
 - a. This may include assisting in achieving licensing compliance from those persons/businesses that fall in the category of "Residential Landlord" (see 1a. above). If there is an additional cost associated with this particular service, please detail in the sealed Cost Proposal.
3. Provide assistance to City in verifying accuracy of "gross receipts" reported by businesses as basis of business license tax amount due.

B. Optional Services

Please detail any additional services your firm provides that it believes may be of value to the City in the administration of Business License. Any additional services detailed may or may not be selected by the City.

IV. PROPOSAL REQUIREMENTS**A. General Requirements**

- a. Inquiries concerning the RFP must be submitted via email to Lisa Saunders, Finance Services Supervisor, at the following email address: lsaunders@ci.antioch.ca.us
- b. Responses will not be made to telephone inquiries.
- c. Proposal Submittal: An original and five copies of the complete request for proposal are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration. The form of the RFP may be found at www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm. There, the document can be downloaded.

The proposal should be delivered as follows:

Mailing address:

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

Delivery Address:

City of Antioch
Finance Department
200 H St
Antioch, CA 94509

B. Format of Technical Proposal

- a. Title Page showing the RFP subject and proposal number; the firm's name; the name, address, telephone number and email address of the contact person and date of proposal.
- b. Table of Contents identifying the materials submitted by section and page number.
- c. Signed Cover Letter briefly stating the proposer's understanding of the services to be performed; the commitment to perform the services within the specified time period and the person authorized to represent the proposer.
- d. Detailed proposal organized in the order set forth in Section C below.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to provide assistance to the City with Business License services in conformity with the requirements of this RFP. As such, the substance of the proposals will carry more weight than the form or manner of the presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement.

The Technical Proposal should address all points outlined in the RFP, excluding cost information, which should only be included in the sealed Cost Proposal. The Technical Proposal should be prepared in a straightforward and economical manner, providing a concise description of the proposer's capabilities to satisfy the requirements of this RFP. While additional information may be presented, the following items must be included. They represent the criteria which the proposal will be evaluated. Specific sections of the Technical Proposal should address:

1. Company Qualifications and Experience
 - a. To qualify, the firm must have comprehensive experience in business license processes of local governments. The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement.
 - b. The proposer must provide a list of all current municipal clients for its business license services it provides.
 - c. The proposer must identify the principal staff who will be assigned to this engagement, including resumes.
2. Similar Engagements with Other Government Entities
 - a. List the most significant engagements performed in the last three (3) years that are similar to the engagement listed in this RFP.
 - b. Provide three (3) local government references that are of similar size and scope of services being requested by the City. For each reference, include the organization name, dates for which the services are being provided, type of service(s) being provided, and the name, address and telephone number of the responsible person within the organization that we may contact. The City reserves the right to contact any or all of the listed references regarding services performed by the proposer.
3. Specific Approach to Discovery/Recovery
 - a. The proposal should set forth a work plan, including an explanation of the methodology to be followed for both the Required Services and Optional Services as described in this RFP.
 - b. The proposal should set forth approach taken to gain an understanding of the City's policies and procedures related to business licensing.
4. City's Consulting Services Agreement

The successful proposer shall be required to execute a Consulting Services Agreement, a

template of which is attached as Exhibit B. If proposer has any questions or proposed deviations to the provisions in this Agreement, those must be set forth in writing in the proposal. Otherwise, the proposer shall be deemed to have accepted all provisions of the Agreement.

No Proposal: If a service requirement or section of the proposal cannot be met by a proposer, then "No Proposal" should be indicated in the Technical Proposal. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly on in the Technical Proposal.

D. Cost Proposal

The sealed cost proposal should identify the detailed pricing information relative to the Required Services and then Optional Services proposer may provide. If a contingency fee structure is proposed, the specific contingency percentage and methodology must be described.

V. EVALUATION OF PROPOSALS

All proposals submitted will be reviewed by a City of Antioch evaluation panel. At the completion of the proposal review, finalists will be asked to provide an in-depth presentation. The panel will select the proposal which best fulfills the City's requirements and represents the best value to the City of Antioch. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposal is an important factor in the evaluation process. Proposals will be evaluated on the basis of:

- Proposer's professional qualifications for performing work
- The proposer's past experience and performance in similar engagements
- Proposer's success with other clients in achieving full recovery of business license taxes due
- Cost proposal

VI. TENTATIVE RFP SCHEDULE (Subject to Change)

Mail/publish RFP.....	December 31, 2014
Proposal Deadline.....	January 29, 2015 @ 2:00 p.m.
Evaluation of Proposals.....	January 30 – February 6, 2015
Interviews with Finalists.....	Week of February 9, 2015
Notification of Award.....	February 17, 2015
Council Meeting / Approval (if required).....	February 24, 2015
Implementation Kick-off Date.....	March 2, 2015

EXHIBIT 'A'

*Exhibit A***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



Cost Proposal

Local Tax Compliance Discovery Services

MuniServices' compensation for providing Discovery Services will be a contingency fee of 32.5% of the additional revenue received by the City from the services. The 32.5% will apply to the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the City. The term "current tax year" shall mean the most recent tax year for which local taxes are due and payable to the City, and in which MuniServices has identified deficiencies.

Discount

Should the City also use MuniServices Business Tax Administration service, the contingency fee is reduced to a 30% contingency fee.

Local Tax Compliance Audit Services

MuniServices' compensation for the Audit Service will be a contingency fee of 32.5%. The 32.5% contingency fee will apply to revenue received by the City as a result of deficiencies identified in the review and will include any eligible prior period revenues together with all applicable penalties, interest and late charges. The City agrees to use reasonable and diligent efforts to collect deficiencies identified by MuniServices.

Discount

Should the City also use MuniServices Business Tax Administration service, the contingency fee is reduced to 30%.

Optional Service - Local Tax Compliance Turn-key Administration Services

MuniServices' compensation for providing the Business License Tax Administration Services will be \$10.00 per license issued. Additionally we offer to administer the City's Transient Occupancy Tax and returns as part of the Administration service.

The per-license fee is adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index - West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. The initial CPI-WU used for the first CPI adjustment will be the CPI-WU for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI-WU from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

Included in the above compensation for Tax Administration Services are:

1. Printing and Mailing costs (for notifications, license issuance, etc.)
2. Ongoing database management and back-up (taxpayer information)
3. Forms processing and funds disbursement (secure lockbox operation)
4. Development and support of an on-line business license filing and payment application.

ATTACHMENT

F



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

SUBJECT: Business License Discovery/Recovery Contract

RECOMMENDED ACTION

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

STRATEGIC PURPOSE

This action is essential to Strategy L-4 in the Strategic Plan: "Implement City Council policies and direction," as well as Strategy N-2: "Ensure the City achieves long-term fiscal sustainability." The City Council placed Measure O on the ballot to generate additional revenues for the City's General Fund by instituting a residential landlord tax and raising the minimum business license tax. Measure O aids the City in achieving long-term fiscal sustainability. Council further directed that a Business License Representative and outside discovery/recovery firm be hired. It is important to have tools in place to ensure the City is implementing Measure O and collecting all revenues entitled to achieve the maximum financial impact.

FISCAL IMPACT

The cost of this contract will fluctuate depending on the new revenues generated by MuniServices under the scope of work. The fixed contingent fee will be 32.5% of new revenues collected. For example, \$400,000 in new revenue would equate to \$130,000 in fees. Should the company assist in discovery of rental units under Measure O, \$2,000,000 in new revenue would equate to \$650,000. The fees will be paid out of the new revenue generated and will not be paid from any other General Fund sources or reserves.

DISCUSSION

On December 31, 2014 the City issued Request for Proposal No. 946-1231-15F for business license discovery/recovery services. Bids were due January 29, 2015. Three bids were received. Interviews of two finalists were conducted on February 9, 2015 by a panel of staff members. After careful review of proposals submitted and the results of the interview process, City staff is recommending that the contract be awarded to

MuniServices for a two year term, with the option to renew for another two years. Staff feels that MuniServices qualifications and services that can be provided are best suited for the City's needs. In addition, MuniServices currently provides the City with sales tax services and therefore has a strong working relationship with the City.

MuniServices will provide local tax compliance discovery and audit to assist the City in identifying businesses that are conducting business in the City but are not currently licensed. As part of this, MuniServices will work directly with the business to achieve compliance and explain the City's Municipal Code and policies. MuniServices can also provide deficiency audit services to identify businesses that may not be paying the full amount of tax to which they are subject to under the ordinance.

ATTACHMENTS

- A. Consulting Services Agreement with MuniServices

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
MUNISERVICES, LLC**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and MuniServices, LLC ("Consultant") as of February XX, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end February XX, 2017, the date of completion specified in the Request for Proposal included in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed 32.5% of new revenues generated by MuniServices for work described in Exhibit A; this fee will apply to revenues for the current tax year, all eligible prior period revenues and any applicable penalties, interest and late charges, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation (outlined in Exhibit B), the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees,

agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services. The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, [according to the cost proposal attached as Exhibit B], for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant. To the extent permitted by law, upon failure to pay any amount owed to Consultant within thirty (30) days of receipt of such invoice, City shall pay interest at the rate of the lower of the *Wall Street Journal* Prime Rate plus three percent (3%) per annum, or the highest legal rate, and City shall pay a late charge in the amount of (5%) of the outstanding amount of any such invoice more than thirty (30) days in arrears to cover the extra expense involved in handling delinquent payments. City further agrees to pay or reimburse Consultant reasonable attorneys' fees and court costs incurred by Consultant in connection with the collection of amounts owed by City to Consultant.

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

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

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

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: not applicable

2.5 Reimbursable Expenses. Separate reimbursable expenses are not included in this agreement and compensation will only be provided as outlined in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least two (2) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **two (2) years** after completion of contract work.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the negligent performance of this Agreement by CONSULTANT, its officers, employees, agents, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY. To the maximum extent permitted by law, in no event shall Consultant, its employees, contractors or agents be liable for any indirect, incidental, special, punitive or consequential damages, lost data or cost of procurement of substitute goods or services arising from or related to the services herein, whether for, among other things, breach of warranty or any obligation arising therefrom, and whether liability is asserted in contract or tort (including but not limited to negligence and strict product liability) whether or not CONSULTANT has been advised of the possibility of any such loss or damage.

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

5.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon 30 days' written notification to Consultant.

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

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

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

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

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** Except for Consultant's pre-existing proprietary information and/or processes, all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City, within reasonable notice. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** Except for Consultant's pre-existing proprietary information and/or processes, the City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise

owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Notwithstanding the foregoing, Consultant may perform similar services for other government sector clients during the term of this Agreement and City acknowledges that Consultant's representation of such clients is not a conflict of interest.

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

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

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related

to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Dawn Merchant, Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

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

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

CITY:

CITY OF ANTIOCH

Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Lynn Tracy Nerland, City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

CONSULTANT:

MUNISERVICES, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



Specific Approach and Methodology - Scope of Work

Local Tax Compliance Discovery and Audit

The objective is to assist the City in identifying businesses that are conducting business in City and are not registered with the City. MuniServices Local Tax Compliance ("LTC") Services include identifying any person engaged in or carrying on any profession, trade, calling, occupation or business within the City that are not registered with the City to ensure that the business is properly registered and has made all appropriate payments to the City.

The LTC service to be contracted for will not replace or duplicate the current tax discovery and collections efforts undertaken by the City's employees. Our LTC Services are intended to complement the current efforts by bringing to the City more sophisticated technology, data and door-to-door investigations that may not presently be available to the City.

Program Objectives and Methods

Our LTC service is designed to assist the City in locating tax revenue that the City may not be receiving from its local tax registry. MuniServices provides detection, documentation and correction of errors and omissions causing deficiencies thereby producing new revenue that would not otherwise have been realized by the City. Moreover, our team of 12 full-time, local tax compliance employees works in full and collaborative partnership with City revenue staff to supplement the operations and procedures currently in place.

The LTC service also aims to reduce future errors by informing the businesses that are identified as having errors or omissions about the proper methods of compliance, informing business owners of the requirements of the ordinance helps to prevent future mistakes by businesses making future enforcement efforts by the City less burdensome for the City.

Local Tax Discovery Services

Local Tax Discovery Services are designed to provide a full service solution to City's business license enforcement procedures. It does not replace current functions, but provides a focused and full-time solution to the identification of entities subject to taxation by the City, which are not properly registered, or otherwise not reporting taxes to the City. In performing the Discovery Services, MuniServices will:

1. Establish a comprehensive inventory of the entities subject to taxation by the City and the database elements needed to facilitate a comprehensive comparative analysis with the City's records of those entities that are properly registered;
2. Compare MuniServices' database of business records with the City's records to identify potential non-reporting and non-registered entities subject to taxation;
3. For each unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the City's applicable registration form(s) and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);



4. Invoice entities (including supporting documentation) on behalf of the City for the amount of identified deficiencies, with payment to be remitted to MuniServices;
5. Ensure that all submitted registration forms are completed correctly and in their entirety;
6. Forward all completed registration forms and associated payments to the City in batches at the frequency directed by the City. Applications will be forwarded with copies of the payments and payments deposited into an account designated by the City;
7. Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received to the City in weekly batches. (MuniServices will follow the City's business rules in collecting partial payments or the tax in full at the City's direction.);
8. Establish a call center open during normal business hours to assist entities with questions concerning application of the City's taxes, and reporting and remittance requirements;
9. Educate entities regarding the City's reporting requirements to prevent recurring deficiencies in future years;
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a business license fee is due, when necessary and appropriate. This is accomplished with the highest regard to discretion and professional conduct. MuniServices' LTC audits are predicated on a non-controversial, constructive public relations approach that emphasizes the importance of each business to the City and the mutual benefits of correcting non-reporting errors;
11. Provide reports addressing each taxpayer not reporting, including the business name, address, and telephone number to the City; and
12. Monitor and analyze the business license registration files of the City each quarter in order to determine non-reporting businesses.

Deficiency Audit Services

Local Tax Deficiency Audit Services are designed to identify entities subject to taxation by the City that are not properly reporting the full amount of tax to which they are subject to under the City's ordinances. These Audit Services identify entities that are potentially underreporting, or not reporting all applicable taxes, and MuniServices reviews the entity's records to ensure compliance with the City's taxes. In performing the Audit Services, MuniServices will:

1. Establish a comprehensive inventory of the registered entities subject to taxation by the City and the database elements needed to facilitate an analysis of records of those entity's current and prior year's tax remittance;
2. Compare MuniServices' records with the City's records to identify potential under-reporting entities subject to taxation;



3. Meet with designated City staff to review and discuss potential audit candidates and mutually agree which entities will be subject to review. Only entities mutually agreed by MuniServices and the City to be reviewed shall be subject to MuniServices' audit services.
4. For potential under-reporting entities identified, MuniServices will obtain authorization from the City to conduct a review of the entities' records and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate).
5. Submit audit summaries (also referred to as "Deficiency Notice") to the City to permit the City to determine the amount of a deficiency owed, if any.
6. Invoice entity for the amount of identified deficiencies, together with supporting documentation, and remit payment received to the City;
7. If the City elects to have MuniServices conduct payment deposit services, applications will be forwarded with copies of the payments and payments deposited into an account designated by the City; and
8. Educate entity regarding the City's reporting requirements to prevent recurring deficiencies in future years.

Additional Performance Metrics

1. Meet with the City's designated staff to review service objectives, scope, work plan schedule, public relations and logistical matters. MuniServices will also establish an appropriate liaison with the City's coordinator and logical checkpoints for reviewing progress;
2. Review applicable provisions of the City's municipal code and ordinances adopted by the City;
3. Represent the City for purposes of examining records pertaining to the Business Tax to identify and confirm any errors/omissions that are resulting in deficient payment to the City;
4. As necessary, meet with designated City officials to review MuniServices' findings and recommendations; and
5. Provide additional assistance, as necessary, to support the City in recovering and preventing tax deficiencies.