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**AGENDA
CITY OF UNION CITY
CITY COUNCIL/REDEVELOPMENT AGENCY MEETING**

**TUESDAY, JANUARY 11, 2011
7:00 PM**

**COUNCIL CHAMBERS
34009 ALVARADO NILES ROAD**

A SPECIAL MEETING CLOSED SESSION PRECEDES THE REGULAR MEETING AT 6:00 P.M.

I. CALL TO ORDER

I.a Pledge of Allegiance

I.b Roll Call

*Mayor Mark Green
Vice Mayor Jim Navarro
Councilmember Emily Duncan
Councilmember Lorrin Ellis
Councilmember Pat Gacoscos*

II. UNFINISHED BUSINESS - None

III. PROCLAMATIONS AND PRESENTATIONS

3.a Presentation of Awards and Certificates to Winners of the 2010 Recycling Poster Art Contest

IV. ORAL COMMUNICATIONS

Comments from the audience on non-agenda items will be accepted for a period of 30 minutes. Speakers are limited to three minutes each. Persons wishing to speak must complete a speaker card available at the rear of the Council Chamber or from the City Clerk. If the number of speakers exceeds the time allotment, cards will be shuffled and 10 speakers chosen at random. The remaining speakers may speak under Section XI of the agenda.

V. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine in nature and will be enacted by one motion. If discussion is required on a specific item, it will be removed from the Consent Calendar and considered separately.

5.a Motion to Waive Further Reading of Proposed Ordinance (This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance)

5.b Approve Minutes for the Regular Meeting of December 14, 2010

5.c Adopt a Resolution Approving an Agreement with Association of Bay Area Governments (ABAG) for Union City's Participation in Grant-Funded Bay Area-Wide Trash Capture Demonstration Project

VI. PUBLIC HEARINGS

- 6.a Introduce an Ordinance Approving Municipal Code Amendment (AT-08-10) to: Re-establish Language Requiring Residential Waste Containers to be Screened from Public View; Re-establish Requirement that Sign Copy be Limited to Business Name and Address; Re-establish Senior Housing Parking Standard; delete Smoking Lounges from the List of Conditionally Permitted Uses in all Commercial Zoning Districts; and Update Floodplain Combining District for Consistency with Current FEMA Guidelines

VII. CITY MANAGER REPORTS

- 7.a Establish a Disaster Council in Conformance with Section 2.8 “Emergency Organization” of the Union City Municipal Code
- 7.b Informational Report on the Current Operating Budget, Restoration of Previous Budget Cuts and Planning for the new Operating and Capital Budget Development and Adoption.

VIII. REDEVELOPMENT AGENCY - None

IX. AUTHORITIES AND AGENCIES - None

X. CITY COMMISSION/COMMITTEE REPORTS - None

XI. SECOND ORAL COMMUNICATIONS

XII. SCHEDULED ORAL COMMUNICATION - None

XIII. ITEMS REFERRED BY COUNCIL

- 13.a Oral Reports by Mayor and Councilmembers on meetings of County or Regional Boards and Commissions

XIV. GOOD OF THE ORDER

XV. CLOSED SESSION - None

XVI. ADJOURNMENT

A complete agenda packet is available for review at City Hall or on our website www.unioncity.org

Any writings or documents provided to a majority of City Council members regarding any item on this agenda will be made available for public inspection at the City Clerk’s Counter at City Hall, located at 34009 Alvarado-Niles Road, Union City, California, during normal business hours.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested person must request the accommodation at least two working days in advance of the meeting by contacting the City Clerk at (510) 675-5348.

**MINUTES
CITY OF UNION CITY
CITY COUNCIL/REDEVELOPMENT AGENCY MEETING**

**TUESDAY, DECEMBER 14, 2010
7:00 PM**

**COUNCIL CHAMBERS
34009 ALVARADO NILES ROAD**

I. CALL TO ORDER

Mayor Green called the meeting to order at 7:00 p.m.

I.a Pledge of Allegiance – Mayor Green led the salute to the flag.

I.b Roll Call

Present: Councilmembers Dutra-Vernaci, Fernandez and Navarro, Vice Mayor Valle, Mayor Green

Absent: None

II. UNFINISHED BUSINESS - None

III. PROCLAMATIONS AND PRESENTATIONS

3.a Adopt a Resolution of the City Council of the City of Union City Declaring the Results of the General Municipal Election held November 2, 2010

It was moved by Vice Mayor Valle, seconded by Councilmember Dutra-Vernaci, to receive the Official Canvass of the November 2, 2010, General Municipal Election as certified by the Alameda County Registrar of Voters, and Adopt **Resolution No. 4080-10** declaring the results of the election; and, in accordance with the vote of the People voting on Measure AA at the November 2, 2010, General Municipal Election, **Ordinance No. 755-10** was deemed introduced and adopted as an Ordinance of the City Council of the City of Union City Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization as Approved by the People of the City of Union City. Motion carried unanimously.

3.b Presentation of Awards Honoring Outgoing Elected Officials by City Manager Larry Cheeves

City Manager Cheeves presented an Award of Appreciation for 13 years of outstanding service on the City Council to Carol Dutra-Vernaci.

City Manager Cheeves presented an Award of Appreciation for 23 years of outstanding service on the City Council to Manny Fernandez.

City Manager Cheeves presented an Award of Appreciation for 13 years of outstanding service on the City Council to Richard Valle.

Presentation of Proclamations to Outgoing Elected Officials by Mayor Mark Green

Mayor Green read aloud a Proclamation honoring Councilmember Fernandez. Councilmember Fernandez expressed his appreciation, and shared farewell remarks with the audience.

Mayor Green read aloud a Proclamation honoring Councilmember Dutra-Vernaci. Councilmember Dutra-Vernaci expressed her appreciation, and shared farewell remarks with the audience.

Mayor Green read aloud a Proclamation honoring Vice Mayor Valle. Vice Mayor Valle expressed his appreciation, and shared farewell remarks with the audience.

3.c Oath of Office and Installation of Newly Elected Councilmembers

Councilmember Manny Fernandez administered the Oath of Office to Councilmember Elect Pat Gacoscos. Councilmember Gacoscos expressed her appreciation to constituents, friends and family members for their support.

Councilmember Carol Dutra-Vernaci administered the Oath of Office to Councilmember Elect Emily Duncan. Councilmember Duncan expressed her appreciation to constituents, friends and family members for their support.

Carlene Pao-Watt, mother of Lorrin Ellis, was deputized earlier in the evening by City Clerk Renee Elliott. Ms. Pao-Watt administered the Oath of Office to Councilmember Elect Lorrin Ellis. Councilmember Ellis expressed his appreciation to constituents, friends and family members for their support.

Mayor Green recessed the meeting at 8:25 p.m. for a reception to honor the outgoing and incoming elected officials.

Mayor Green reconvened the meeting at 8:55 p.m.

3.d Appointment of Vice Mayor

It was moved by Mayor Green, seconded by Councilmember Gacoscos, to appoint Councilmember Navarro as Vice Mayor for 2011. Motion carried unanimously.

3.e Discussion and Selection of Council Assignments to Various Boards and Committees

The following appointments were made to boards and committees:

Alameda County Fire Department Advisory Commission

Councilmember Duncan
Councilmember Ellis

Alameda County Library Advisory Commission

Councilmember Gacoscos

Alameda County Transportation Commission (ACTC)

Mayor Green (Chair)
Vice Mayor Navarro (Alternate)

Alameda County Waste Management Authority (WMA)

Mayor Green
Vice Mayor Navarro (1st Alternate)
Councilmember Ellis (2nd Alternate)
Councilmember Duncan (3rd Alternate)
Councilmember Gacoscos (4th Alternate)

Associated Community Action Program (ACAP)

Councilmember Duncan
Vice Mayor Navarro (Alternate)

Association of Bay Area Governments (ABAG)

Mayor Green
Councilmember Duncan (Delegate)
Vice Mayor Navarro (Alternate)

City of Union City Audit Subcommittee

Mayor Green
Councilmember Ellis

City of Union City Youth Violence Prevention & Intervention Advisory Committee

Mayor Green
Councilmember Duncan

East Bay Economic Development Alliance (EDA)

Mayor Green

Economic Development Advisory Team

Councilmember Duncan
Councilmember Ellis

Housing Authority of Alameda County

Councilmember Gacoscos

League of California Cities, East Bay Division (LOCC)

Councilmember Duncan (Delegate)
Vice Mayor Navarro (Alternate)

New Haven Unified School District (Joint Sub Committee)

Vice Mayor Navarro
Councilmember Gacoscos
Councilmember Ellis (Alternate)

Oakland Airport-Community Noise Management Forum

Councilmember Duncan (Elected Official)

Vacant (Citizen-At-Large)

Union City Chamber of Commerce

Councilmember Ellis

Councilmember Gacoscos

IV. ORAL COMMUNICATIONS - None

V. CONSENT CALENDAR

Item 5.l was removed from the Consent Calendar.

It was moved by Vice Mayor Navarro, seconded by Councilmember Gacoscos, to approve Consent Items 5.a through 5.k as recommended by staff. Motion carried unanimously.

- 5.a Waived Further Reading of Proposed Ordinance (This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance)
- 5.b Approved Minutes for the Regularly Scheduled Meeting of November 23, 2010
- 5.c Rejected Claim No. 825, submitted by Don Lavance, as Recommended by the City's Claims Administrator
- 5.d Rejected Claim No. 829, Submitted by Attorney Seth Rosenberg on Behalf of Cailin Brynes and Demarea Mitchell, as Recommended by the City's Claims Administrator
- 5.e Approved the Second Reading and Adoption of **Ordinance No. 756-10** Adding Chapter 15.22 to the Union City Municipal Code to Establish Regulations to Consolidate Hazardous Materials Programs into One New Chapter of the Union City Municipal Code (CUPA)
- 5.f Adopted **Resolution No. 4081-10** Authorizing the City Manager to Execute Agreements with the State Board of Equalization for Implementation of a Local Transactions and Use Tax
- 5.g Adopted **Resolution No. 4082-10** to Enter Into a Contract with the State of California, Transportation and Housing Agency – Office of Traffic Safety – To Accept and Appropriate “Click It or Ticket Program” Grant Funds for Seat Belt Enforcement for Local Law Enforcement Agencies
- 5.h Adopted **Resolution No. 4083-10** to Accept Work for the Meyers Drive Sidewalk Improvement and Citywide Wheelchair Ramps Project, City Project No. 09-12
- 5.i Adopted **Resolution No. 4084-10** for the Acceptance of Work for 2010 Pavement Rehabilitation Program, City Project No. 10-05
- 5.j Adopted **Resolution No. 4085-10** for the Acceptance of Work for the Pavement Repairs at Railroad Crossings, City Project No. 10-16
- 5.k Accepted the Annual Report for Fiscal Year 2009-10 Concerning Sources and Uses of Development Fees Pursuant to Government Code Section 66066, et seq.

Consideration of Item 5.I removed from the Consent Calendar.

- 5.I Adopt a Resolution Approving the Revised Location for the Circles of Life Sculptures for the Union City Sports Center and Authorize the City Manager to Amend the Agreement, if necessary, for the Execution and Installation of the Public Art

Economic and Community Development Director Malloy responded to questions from Councilmembers. Artist Jonathan Russell stated the artwork installation would be completed by summer 2011. Police Chief Stewart responded to questions regarding parking enforcement.

It was moved by Mayor Green, seconded by Councilmember Duncan, to adopt **Resolution No. 4086-10** Approving the Revised Location for the Circles of Life Sculptures for the Union City Sports Center and Authorizing the City Manager to Amend the Agreement, if necessary, for the Execution and Installation of the Public Art. Motion carried unanimously.

VI. PUBLIC HEARINGS - None

VII. CITY MANAGER REPORTS - None

VIII. REDEVELOPMENT AGENCY - None

IX. AUTHORITIES AND AGENCIES - None

X. CITY COMMISSION/COMMITTEE REPORTS - None

XI. SECOND ORAL COMMUNICATIONS - None

XII. SCHEDULED ORAL COMMUNICATION - None

XIII. ITEMS REFERRED BY COUNCIL

- 13.a Oral Reports by Mayor and Councilmembers on meetings of County or Regional Boards and Commissions

Vice Mayor Navarro stated he had attended the Pastors Alliance Christmas party.

Councilmember Gacoscos stated she had completed her service on the Union Sanitary District Board.

Councilmember Ellis stated he had participated in a bake sale and winter concert at Kitayama Elementary School.

Councilmember Duncan stated a new community representative would be needed to serve with Barry Ferrier on the Citizens Advisory Board to Alameda County Transportation Improvement Authority.

Mayor Green stated the Alameda County Transportation Commission was having its retreat this Friday at California State University East Bay.

Mayor Green stated the Association of Bay Area Governments wants every city to develop a sustainable community strategy, and noted Union City would be considering adopting a resolution for such at the January 25, 2011 City Council meeting.

XIV. GOOD OF THE ORDER

Councilmember Duncan stated she was looking forward to serving on the City Council.

Councilmember Ellis acknowledged the contributions of the three outgoing Councilmembers, and stated he was looking forward to serving on the City Council.

Councilmember Gacoscos stated she was excited to work with staff, Mayor Green, and her fellow Councilmembers.

Vice Mayor Navarro extended a warm welcome to the new Councilmembers.

Mayor Green stated he had attended a dinner meeting with TY Linn, project managers for the East-West Connector, and would be following up with the company the following week.

XV. CLOSED SESSION - None

XVI. ADJOURNMENT

Mayor Green adjourned the meeting at 9:37 p.m.

Respectfully submitted,

Renee Elliott
City Clerk



DATE: JANUARY 11, 2011

TO: CITY COUNCIL

FROM: MINTZE CHENG, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) FOR UNION CITY'S PARTICIPATION IN BAY AREA-WIDE TRASH CAPTURE DEMONSTRATION PROJECT

BACKGROUND:

The Association of Bay Area Governments (ABAG) and the California State Water Resources Control Board (State Water Board) have entered into an Agreement in the amount of \$5,000,000 (five million dollars) for the Bay Area-wide Trash Capture Demonstration Project (Project). These funds are set aside for Clean Water purposes with funds from the American Reinvestment and Recovery Act (ARRA). The Project is administered by ABAG which will retrofit and/or improve storm drainage infrastructure in order to address trash pollution in San Francisco Bay and local creeks. Union City is eligible to participate in the Project.

DISCUSSION:

The project is to demonstrate that trash can be managed and reduced in volume to enhance the Estuary and its water quality. ABAG will fund the acquisition of trash capture devices (TCDs) and the installation of TCDs in existing storm drainage systems. Once TCDs are in place, the City will be responsible for the maintenance and monitoring of the TCDs. All construction and installation of TCDs will be completed by November 1, 2012.

The funding allocation for Union City is \$46,088 (forty-six thousand and eighty-eight dollars) as is stated in the Agreement between ABAG and the City of Union City. Funding amount is based on population and regulatory requirements throughout the Bay Area. The final funding allocation might be adjusted higher once ABAG knows the final numbers of participants.

Public Works staff has been working with Alameda County Flood Control District staff and identified several potential locations (hot spots) such as Union Landing Shopping Center, Veterans Park, Station District, and/or Arroyo Park, where TCDs might be applicable to catch surface trash before it gets into our drainage system. In the coming months, we will learn more about ABAG approved TCDs and finalize the TCD locations.

FISCAL IMPACT:

The procurement and installation of said TCDs is fully funded through ABAG of which \$46,088 has been allocated for the City. Once installed, the maintenance and monitoring of the units will be borne by the City and will be included into Public Works O&M programs.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving and authorizing the execution an agreement with ABAG to participate in a Grant-funded Bay Area-wide Trash Capture Demonstration Project.

Attachments: Resolution
ABAG Agreement

Prepared by:
Henry Louie, City Engineer

Submitted by:
Mintze Cheng, Public Works Director

Approved by:
Larry Cheeves, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO PARTICIPATE IN A GRANT-FUNDED BAY AREA-WIDE TRASH CAPTURE DEMONSTRATION PROJECT WITH RESPECT TO THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT AND IMPROVEMENTS TO THE CITY'S STORM DRAINAGE SYSTEM FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE ORDER AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Union City (the "City"), a general law city and municipal corporation duly organized and existing under the laws of the State of California, is authorized by the laws of the State of California to purchase, acquire and install personal property for the benefit of the City and to enter into contracts with respect thereto; and

WHEREAS, the City desires to manage and reduce the volume of trash that pollutes the San Francisco Bay, local creeks and their water quality through existing storm drainage systems; and

WHEREAS, the City desires to contract with the Association of Bay Area Governments ("ABAG") to acquire and install trash capture devices ("TCD") and participate in the Bay Area-wide Trash Capture Demonstration Project ("Project"); and

WHEREAS, the Bay Area-wide Trash Capture Demonstration Project is funded by the State Water Resource Control Board Clean Water State Revolving Fund ("CWSRF") with funds from the American Reinvestment and Recovery Act ("ARRA") of which \$46,088 has been allocated for Union City to acquire and install TCDs; and

WHEREAS, on January 11, 2011, the City Council authorized the execution of an agreement for local agency participation in the Trash Capture Demonstration Project with the Association of Bay Area Governments; and

WHEREAS, the City Council deems it for the benefit of the City to enter into the Agreement to participate in the Bay Area-wide Trash Capture Demonstration Project and the documentation related to the purchasing of the equipment on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Union City as follows:

Section 1. Defined Terms. Capitalized terms that are used, but not defined, in this Resolution shall have the same meaning as when such terms are used in the preambles to this Resolution.

Section 2. Approval and Authorization of the ABAG Agreement and Participation in the Bay Area-wide Trash Capture Demonstration Project. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such non-substantive insertions, omissions and changes as shall be approved by the City Manager and the City Attorney, the execution of such Agreements being conclusive evidence of such approval. The City Manager of the City is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, the Agreement (including any related Exhibits attached thereto) to deliver the Agreement (including such Exhibits) to the respective parties thereto.

Section 3. Other Actions Authorized. The City Manager, City Attorney and City Clerk shall take all action necessary or reasonably required by the parties to the ABAG Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of documents required to be delivered in connection with any of the ABAG Agreements, and to accept additional grant monies from ABAG for this Project as it becomes available to the City.

Section 4. Appointment of Authorized City Representatives. The City Manager and the Director of Public Works of the City are each hereby designated to act as authorized representatives of the City for purposes of the Agreement until such time as the City Council shall designate any other or different authorized representative for purposes of the Agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED, APPROVED AND ADOPTED this 11th day of January, 2011, by the following called vote:

AYES:
NOES:
ABSTAIN:

ATTEST

APPROVED

Renee Elliott, City Clerk

Mark Green, Mayor

APPROVED AS TO FORM:

Benjamin T. Reyes II, City Attorney

ASSOCIATION OF BAY AREA GOVERNMENTS

Agreement for Local Agency Participation in Grant-Funded Bay Area-wide Trash Capture Demonstration Project

This agreement is made and entered into effective _____, 2011, by and between the Association of Bay Area Governments (ABAG), a public entity formed under the California Joint Exercise of Powers Act, Government Code Sections 6500, *et seq.* and the City of Union City (Union City), a City.

Recitals

- A. ABAG and the California State Water Resources Control Board (State Water Board) have entered into Project Finance Agreement No. 09-823-550 (PFA) in the amount of \$5,000,000 (five million dollars) for Clean Water State Revolving Fund Project No. C-06-6441-110, the Bay Area-wide Trash Capture Demonstration Project (Project). Funding is provided by the federal American Recovery and Reinvestment Act of 2009 (ARRA). The PFA and amendments are located at <http://www.bayareatrashtacker.org/content/contract-resources>
- B. The Project is comprised of the following elements: acquisition of trash capture devices (TCDs), provision and/or installation of TCDs in existing storm drainage infrastructure, maintenance of installed TCDs and monitoring of installed TCDs.
- C. Union City is one of many local government entities that are eligible to participate in the Project (collectively, "Potential Participants") by facilitating installation of the TCDs in its existing storm drainage infrastructure and by maintaining and monitoring installed TCDs, as set forth in the attached Exhibit A, Scope of Work, which is incorporated herein by this reference.
- D. ABAG issued Requests for Proposals for small capacity trash capture devices (small TCDs) and for high flow capacity trash capture devices (large TCDs) (collectively, "TCDs") and assembled a panel of vendors for devices in both categories that can meet minimum trash capture permit requirements when properly installed and maintained.
- E. ABAG has contracted with each vendor on the panel to furnish, and if requested, install small TCDs selected by Participating Entities [as defined in section 2(a)]; and to provide large TCDs; and for ABAG to pay the cost thereof.
- F. ABAG has made an initial determination that each Potential Participant will have access to a portion of the funds available under the PFA (PFA Funds) for the acquisition and installation of TCDs, all as shown in Exhibit A-1.

ABAG and Union City mutually agree as follows:

1. Initial Allocation and Current Balances. Union City has access to \$46,088 (forty-six thousand and eighty-eight dollars) in PFA Funds to acquire and install TCDs. PFA Funds may only be used to fund or defray the costs of acquiring and/or installing TCDs from the panel of vendors listed in Exhibit A-2 (see section 3). ABAG will calculate the amount of PFA Funds to which Union City has access on any given day by reducing the initial allocation by the amount encumbered by TCDs on order (see section 3) and amounts paid for accepted TCDs. This information will be posted at <http://www.bayareatrashtacker.org/content/contract-resources> and will be adjusted on an as-needed basis.
2. Reallocations.
 - (a) Union City acknowledges that the success of the Project depends on maximum use of the PFA Funds and that greater use may be achieved by reallocating access to PFA Funds among the Potential Participants that have executed an "Agreement for Local Agency Participation Grant Funded SF Bay Area Trash Capture Demonstration Project" by January 1, 2011 (Participating Entities). All reallocations will be reflected in the current balance (see section 1).

(b) All of the initial allocations for any Potential Participants that have not executed an “Agreement for Local Agency Participation Grant Funded SF Bay Area Trash Capture Demonstration Project” by January 1, 2011 will be reallocated among Participating Entities by ABAG at its sole discretion after soliciting input from the Project’s Technical Advisory Group. Reallocations under this provision will be implemented by written notice from ABAG to each Participating Entity that is given access to the additional PFA Funds. Union City agrees that any written notice(s) it receives pursuant to this section will automatically amend the allocation in section 1 in accordance with its terms.

(c) ABAG may reallocate access to any unused PFA Funds during the period from January 1, 2011 to March 1, 2011 as follows: ABAG will provide written notice of the proposed reallocation to the affected Participating Entities no less than 30 (thirty) calendar days prior to the date that ABAG intends to implement the reallocation. The affected Participating Entities and ABAG may negotiate a different reallocation and implement it by a writing executed by the authorized representatives of the affected Participating Entities and ABAG. If the affected Participating Entities and ABAG cannot agree on a different reallocation, ABAG may (i) unilaterally implement the reallocation described in the notice on the date set forth therein or (ii) rescind the notice. Union City agrees that ABAG may unilaterally amend Union City’s allocation in accordance with this subsection (c).

3. Ordering TCDs. ABAG has published a document that lists and describes all available TCDs, which is labeled Exhibit A-2 and is online for downloading at <http://www.bayareatrashtacker.org/content/trash-capture-devices>, and may be amended from time to time by ABAG. To order a TCD, Union City must submit to ABAG a completed Purchase Order signed by representatives of Union City and the vendor of the TCD in the form attached to this Agreement as Exhibit A-3. Union City is responsible for negotiating and reaching agreement with the vendor on the additional information required by the Purchase Order, and such other additional terms and conditions as Union City and the vendor deem necessary, including without limitation, location of installation, date of delivery or installation, per unit cost, design, engineering and other technical collaboration or assistance. Union City is responsible for coordinating its ordering of TCDs in a manner that entitles it, alone or in conjunction with others, to discounted prices for TCDs. The Purchase Order is not effective until approved by ABAG. ABAG may unilaterally amend Exhibit A-2 from time to time to reflect changes in TCD availability or specifications or vendor information.
4. Project Sites. Union City must locate all TCDs acquired under this agreement at locations (Project Sites) that meet the requirements set forth in Exhibits D-1 through D-4, inclusive (Certifications).
5. Accepting TCDs. Upon Union City’s acceptance of a TCD, ABAG will pay the vendor of the TCD. Union City may accept a TCD only by submitting to ABAG a completed Notice of Acceptance executed by Union City and the vendor. Payment will be made after ABAG approves the Notice of Acceptance, attached to this Agreement as Exhibit A-4. The Notice of Acceptance Form is available online for downloading at <http://www.bayareatrashtacker.org/content/contract-resources> and may be amended from time to time by ABAG.
6. Deadline for TCD Installation. ABAG will not approve any Notices of Acceptance submitted for any TCD installed after November 1, 2012. Union City acknowledges and accepts the risks described in section 9 that may result from Union City’s failure to comply with the installation deadline.
7. Vendor Contracts. Union City’s right to order and acquire a TCD is based on its status as a third party beneficiary of ABAG’s contract with the vendor of the TCD. The current version of ABAG’s contract with each vendor is online at <http://www.bayareatrashtacker.org/content/trash-capture-devices>
8. Transfer of Rights to TCDs. Immediately upon ABAG’s approval of the Notice of Acceptance and payment to the vendor for a TCD, all rights to said TCD, including but not limited to title, warranties, and protection from patent infringement claims, are transferred to Union City.

9. Fabrication and Installation Risk. If for any reason, Union City and the vendor of the TCD do not submit a Notice of Acceptance, or ABAG disapproves the Notice of Acceptance for a TCD, agrees that if there is any liability to the vendor for amounts owed for the TCD or for any damages, Union City, and not ABAG, will be solely liable to the vendor for any amounts owed or damages caused thereby.
10. Operation and Maintenance of TCD. Union City agrees to provide for operation and maintenance of each TCD acquired under this agreement throughout the useful life of the TCD (not to exceed 25 years).
11. Monitoring. See Exhibit A, Scope of Work, for monitoring requirements.
12. Hold Harmless. Contractor shall hold harmless, defend and indemnify ABAG, its directors, officers, agents and employees from and against any and all liability, claims, losses, or damages arising from all acts or omissions to act of Contractor or its officers, agents, employees or subcontractors in rendering services under this agreement, excepting liability, claims, losses or damages based solely on ABAG's acts or omissions.
13. Entire Agreement. This agreement and its attachment are entire as to the activities covered by it. This agreement supersedes any and all other agreements either oral or in writing between ABAG and Union City with respect to the subject matter hereof. ABAG and Union City acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made to any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contracts, statement, or promise not contained in this agreement shall be valid or binding.
14. Conflict of Interest. Union City covenants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any manner or degree with its performance as required under this agreement. Union City further covenants that in the performance of this agreement, no person having any interest shall be employed by it.
15. Notices. Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing, shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the Authorized Representatives of the respective parties as follows:

ABAG

San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn.: Janet Cox, Contract Manager
Phone: (510) 622-2334
Email: jwcox@waterboards.ca.gov

City

City of Union City
34009 Alvarado-Niles Rd
Union City, CA 94587
Attention: Henry Louie, City Engineer
Phone: (510) 675-5301
Email: HenryL@ci.union-city.ca.us

16. Binding on Heirs. This agreement shall be binding upon the heirs, successors, assigns, or transferees, of ABAG or Union City, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this agreement other than as provided above.

17. Other Contract Provisions. This Contract shall be subject to the Standard Contract Provisions and Federal ARRA and State Water Resources Control Board Contract Provisions as set forth in Exhibits B and C respectively, which are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Dated: _____

City:

By:
(Print name and title)

(Tax ID #)

Dated: _____

ASSOCIATION OF BAY AREA GOVERNMENTS:

Ezra Rapport
Executive Director

Approved as to legal form and content:

Kenneth K. Moy, Legal Counsel
Association of Bay Area Governments

Approved as to legal form and content:

Print Name & Title
City of Union City

EXHIBIT A

SCOPE OF WORK

The Bay Area-Wide Trash Capture Demonstration Project is funded by the State Water Resources Control Board Clean Water State Revolving Fund (CWSRF) with funds from the American Reinvestment and Recovery Act (ARRA). The San Francisco Estuary Partnership (SFEP), a project of the Association of Bay Area Governments (ABAG) will administer the project, which will retrofit and/or improve storm drainage infrastructure in order to address trash pollution in San Francisco Bay and local creeks.

The project will demonstrate to municipalities and the public that trash can be managed, and that reductions in the volume of trash enhance the Estuary and its water quality. Municipal staff will gain experience with, and share information about, different types of trash capture devices. The project will facilitate early compliance with the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit affecting Phase I communities, and anticipated requirements for operators of small municipal separate storm sewer systems (Phase II).

SFEP/ABAG has developed an initial distribution of project resources, posted at <http://www.bayareatrashtacker.org/content/contract-resources>, which allocates a proportion of available funds to all project area municipalities (Exhibit A-1) based on population and regulatory requirement to capture trash. This allocation will be revised to reflect the municipalities that choose to contract with ABAG and join the project.

SFEP/ABAG has solicited proposals from, and is contracting with vendors to provide trash capture devices for installation in municipal storm drain systems throughout the project area, in a range of scales and designs appropriate to different locations and conditions.

All construction must be complete, and all devices installed, by November 1, 2012.

The project completion date (end of project term) is December 1, 2013.

Participating entities that opt to join the project will undertake the following tasks:

1. Contract with the Association of Bay Area Governments to participate in the Bay Area-wide Trash Capture Demonstration Project. This contract includes provisions required by both ARRA and the CWSRF.
2. Review the list of vendors and trash capture devices included in the project (Exhibit A-2); identify high trash-generating locations for installation of devices; and work with vendors' representatives to select and size devices appropriate to those sites. Each individual installation must either be covered by the Project's categorical exemption from requirements of the California Environmental Quality Act (CEQA Guidelines Section 15302(c), Replacement or Reconstruction), or the municipality must submit to ABAG complete CEQA documentation that was been duly filed with the Governor's Office of Planning and Research before September 15, 2009.
3. Complete a purchase order form (example in Exhibit A-3) for each vendor of selected devices, specifying devices and locations; sign the form along with the vendor's representative; and submit to the SFEP project manager. Submit multiple purchase orders if necessary.
4. Either supervise installation of each device by the vendor; install the device with municipal staff labor; or contract separately with an appropriate installer (using municipal funds unless otherwise arranged with ABAG legal staff) to place the device in accordance with specifications.
5. When the device is properly installed and functioning, complete a Notice of Acceptance (Exhibit A-4) and submit the ABAG.-When a representative of the city or county signs the Notice of Acceptance, ownership and responsibility for upkeep and maintenance of the device pass from ABAG to the municipality.
6. Display a project placard, to be provided by ABAG, in city/county offices or other appropriate public space
7. Maintenance: Municipal staff will perform or supervise appropriate regular maintenance of each device according to manufacturer's instructions or best practices. Each device will be maintained so as to maximize effectiveness and minimize both flooding and flow of trash through the storm drainage system;

and to filter the one-hour/one-year storm at all times. The municipality will maintain the device in good working order for the useful life of the TCD (not to exceed 25 years), unless otherwise authorized by ABAG and the State Water Resources Control Board Division of Financial Assistance.

8. Monitoring and reporting: Municipal staff will use the online reporting website operated by ABAG/SFEP to record the following:
 - a. Installation/location
 - i. Device inventory number, name, and type
 - ii. Size/capacity of device
 - iii. Installation location
 - iv. Catchbasin dimensions, if applicable
 - v. Outflow pipe diameter
 - vi. Best estimate of catchment area (required for high flow capacity devices, optional for small devices)
 - vii. Major land uses in catchment, estimated percentages (high flow capacity devices); or dominant land use adjacent to catchbasin (small TCDs)
 - b. Maintenance reporting for each maintenance event during the project term:
 - i. Date of maintenance
 - ii. Staffing, time, and equipment required to perform maintenance
 - iii. Estimated percentage full at time of maintenance
 - iv. Optional:
 1. Condition of catchbasin and device
 2. Characteristics of trash removed from device (visual estimate)

EXHIBIT A-1

LIST OF POTENTIAL PARTICIPANTS

Alameda County

Alameda
Albany
Berkeley
Dublin
Emeryville
Fremont
Hayward
Livermore
Newark
Oakland
Piedmont
Pleasanton
San Leandro
Union City
County of Alameda

Contra Costa County

Antioch
Brentwood
Clayton
Concord
Danville
El Cerrito
Hercules
Lafayette
Martinez
Moraga
Oakley
Orinda
Pinole
Pittsburg
Pleasant Hill
Richmond
San Pablo
San Ramon
Walnut Creek
County of Contra Costa

Marin County

Belvedere
Corte Madera
Fairfax
Larkspur
Mill Valley
Novato
Ross
San Anselmo
San Rafael
Sausalito
Tiburon
County of Marin

Napa County

American Canyon
Calistoga
Napa
St Helena
Yountville
County of Napa

San Mateo County

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside
County of San Mateo

Santa Clara County

Campbell
Cupertino
Los Altos
Los Altos Hills
Los Gatos
Milpitas
Monte Sereno
Mountain View
Palo Alto
San Jose
Santa Clara
Saratoga
Sunnyvale
County of Santa Clara

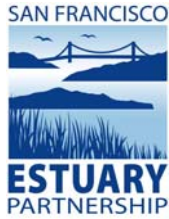
Solano County

Benicia
Fairfield
Suisun City
Vallejo
County of Solano

Sonoma County

Petaluma
Sonoma
County of Sonoma

EXHIBIT A-2



**Bay Area-wide Trash Capture
Demonstration Project
Vendors and devices approved March 18, 2010**

Small devices with San Francisco Bay Water Board certification for full trash capture

Device ID	Vendor	Device Name
AS-1	Advanced Solutions	Stormtek ST3
AS-2	Advanced Solutions	Stormtek ST3-G
BMP-1	Best Management Products, Inc.	SNOOT Oil-Debris Separator (with Trash Screen)
BC-1	Bio Clean Environmental Services, Inc.	Grate Inlet Skimmer Box (square design)
BC-2	Bio Clean Environmental Services, Inc.	High Capacity Round Grate Inlet Skimmer Box
BC-3	Bio Clean Environmental Services, Inc.	Modular Connector Pipe Screen
BC-4	Bio Clean Environmental Services, Inc.	Trash Guard
ECI-1	Ecology Control Industries (American Stormwater)	Debris Dam
G2-1	G2 Construction, Inc.	Collector Pipe Screen
G2-1R	G2 Construction, Inc.	Collector Pipe Screen Removable
GFI-1	Gentile Family Industries (Waterway Solutions)	WAVY GRATE Trash Catcher
KS-1	KriStar Enterprises, Inc.	Flo Gard Plus Catch Basin Filter Insert, combination inlet style – C3 (stainless steel)
KS-2	KriStar Enterprises, Inc.	Flo Gard Plus Catch Basin Filter Inserts, flat grated inlet style, rectangular or round – C3 (stainless steel)
KS-3	KriStar Enterprises, Inc.	FloGard Catch Basin Outlet Screen Insert
REM-1	Revel Environmental Manufacturing, Inc.	Triton Bioflex Drop Inlet Trash Guard
USW-1	United Stormwater, Inc.	Connector Pipe Screen
WCS-1	West Coast Storm, Inc.	Connector Pipe Screen
XP-1	Xeripave, LLP	(pending)

Devices not certified by the Water Board, but eligible for ordering by municipalities where they will be used in combination with full capture devices

Device ID	Vendor	Device Name
ECI-2	Ecology Control Industries (American Stormwater)	Surfgate
G2-2	G2 Construction, Inc.	CamLock Debris Gate
G2-3	G2 Construction, Inc.	FS 10
GFI-2	Gentile Family Industries (Waterway Solutions)	ARS – automatic retractable screen
KS-4	KriStar Enterprises, Inc.	Trash and Debris Guard
USW-2	United Stormwater, Inc.	Clean Screen III
XP-2	Xeripave LLC	Infill existing grate
XP-3	Xeripave LLC	Storm Grate and Lintel
WCS-2	West Coast Storm, Inc.	ARS – automatic retractable screen

High Flow Capacity Devices with Water Board certification

Device ID	Vendor	Device Name
BC-5HF	Bio Clean Environmental Services, Inc.	Nutrient Separating Baffle Box
CCP-1HF	Contech Construction Products	Continuous Deflective Separator (CDS)
FCT-1HF	Fresh Creek Technologies, Inc.	Inline Netting Trash Trap
KS-5HF	KriStar Enterprises, Inc.	CleansAll
KS-6HF	KriStar Enterprises, Inc.	Downstream Defender
KS-7HF	KriStar Enterprises, Inc.	FloGard Dual-Vortex Hydrodynamic Separator
KS-8HF	KriStar Enterprises, Inc.	FloGard Perk Filter
KS-9HF	KriStar Enterprises, Inc.	FloGard Swirl-Flo Screen Separator
KS-10HF	KriStar Enterprises, Inc.	Nettech Gross Pollutant Trap - In Line
RMC-1HF	Roscoe Moss Company	Storm Flo Screen

Devices with Water Board certification to be approved on a case-by-case basis, pending the Water Board's determination that installation qualifies for CEQA Categorical Exemption 15302(c), "Replacement or reconstruction of existing utility systems and/or facilities..."

Device ID	Vendor	Device Name
FCT-2HF	Fresh Creek Technologies, Inc.	End of Pipe Netting Trash Trap
KS-11HF	KriStar Enterprises, Inc.	Nettech Gross Pollutant Trap- End of Line

EXHIBIT A-3

SAMPLE PURCHASE ORDER FORM

[Do NOT use this paper form. Use the electronic version downloadable from
<http://www.bayareatrashtacker.org/content/contract-resources>]

USE ONE FORM PER VENDOR. ATTACH ADDITIONAL SHEETS, SHOWING ALL INSTALLATION
 LOCATIONS, AS NECESSARY.

THIS PURCHASE ORDER IS NOT FINAL UNTIL APPROVED BY ABAG

P.O. No. (city/county name + 4-digit number)

Date

Municipality Information		Vendor information	
City/County:		Company name:	
Attention:		Vendor Tax ID:	
Address		Attention:	
		Address	
City	Zip	City	State Zip
Phone	Fax	Phone	Fax
Email		Email	

Order Details (Use one row for each installation. Add rows as necessary)

Line #	Device number	Description / Model	Location*	Delivery Date	Install / Noninstall	Price
1						
2						
						Tax
						Shipping/delivery, if applicable
						TOTAL

* Location must be specific (SW corner 6th St. & Main or GPS coordinates). See online form for specification instructions.

Special Conditions:**

**Attach additional sheets, showing all special conditions, as necessary.

Approved by _____ Date: _____
 (Signature of authorized Representative, Participating Entity)

Name (print) _____ Phone _____

Approved by _____ Date: _____
 (Signature of device vendor representative)

Name (print) _____ Phone _____

Approved by _____ Date: _____
 (ABAG)

OWP # 102147

EXHIBIT A-4

SAMPLE NOTICE OF ACCEPTANCE

**[Do NOT use this form. Use the electronic version downloadable from
<http://www.bayareatrashtacker.org/content/contract-resources>]**

USE ONE FORM PER VENDOR. ATTACH ADDITIONAL SHEETS, SHOWING ALL INSTALLATION LOCATIONS, AS NECESSARY.

Date: _____

This form verifies installation of trash control device(s), as required by the State Water Resources Control Board Clean Water State Revolving Fund Project Finance Agreement with ABAG for the Bay Area-Wide Trash Capture Demonstration Project, Agreement No. 09-823-550.

To: San Francisco Estuary Partnership
Attn.: Janet Cox
1515 Clay Street, Suite 1400
Oakland, CA 94612
(510) 622-2334

Please be advised that [PARTICIPATING ENTITY NAME] has received the following goods (TCD), pursuant to Purchase Order # _____, dated _____:

Date Installed	Line # (from p.o.)	Project device number	Description / Model	Location	Price
Tax					
Shipping/delivery (if applicable)					
TOTAL					

Authorized representatives of [PARTICIPATING ENTITY NAME] and [VENDOR NAME] have inspected the trash capture devices (TCD) which have been received and installed in good condition, with no defects and in conformity with the order.

We accept the TCD(s) noted above and authorize ABAG to pay the vendor the total amount listed above, \$XXX.

Approved by _____ Date: _____
(Signature of authorized Representative, Participating Entity)

Name (print) _____ Phone _____

Approved by _____ Date: _____
(Signature of device vendor representative)

Name (print) _____ Phone _____

Approval to pay by: _____ Date: _____
(Project Manager, SFEP)

Comments/Instructions:

- Payment will be based on this NOA. If Vendor is using its own invoicing system, the invoice must be attached to this NOA for payment.

OWP # 102147

EXHIBIT B
STANDARD CONTRACT PROVISIONS

1. Definitions:

“Contractor” as used in Exhibit B is Union City.

2. Conflict of Interest. No employee, officer, or agent of ABAG shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a) The employee, officer or agent;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

ABAG's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

3. Extensions of Time. The granting of or acceptance of extensions of time to complete performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of this Contract.

4. Headings. The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

5. Prohibited Interest. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

6. Remedies Cumulative. The remedies conferred by this Contract upon ABAG are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

7. Severability. Should any part of this Contract be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect; provided that, the remainder of this Contract can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

8. Insurance Requirements. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor may satisfy all of the requirements of this section by documentation of its membership in a California government agency self-insurance risk pool with coverage at least as broad as the Insurance Requirements set out in this Contract.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- 2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- 4) Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability. The City is not required to obtain Errors and Omissions Liability insurance for work and services provided by its own employees or officials.
- b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).
- d. Other Insurance Provisions. The Contractor will cause its self-insurance government agency risk pool, to provide documentation of the following:
- 1) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 (thirty) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
 - 4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e. Acceptability of Insurers. Based on Contractor's representation that its self-insurance agency risk pool is solvent and funded at prudent levels, ABAG accepts the coverage provided in lieu of commercial insurance.
- f. Verification of Coverage. Contractor shall furnish ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- g. Authority to Self-Insure. The requirements of this section may be satisfied by the provisions of equivalent coverage through a program of self-insurance which is certified in writing with an "Affidavit of Insurance", or functionally equivalent document.

EXHIBIT C
AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) and
CLEAN WATER STATE REVOLVING FUND (CWSRF)
CONTRACT PROVISIONS

ARTICLE I: DEFINITIONS

“Contractor” as used in Exhibits C, C-1, C-2, C-3, and C-4 is Union City.

“Project” as used in Exhibits C, C-1, C-2, C-3, and C-4 refers to the fabrication and installation of trash capture devices under a Purchase Order.

“System” as used in Exhibits C, C-1, C-2, C-3, and C-4 means all nonpoint source control or estuary enhancement facilities (TCDs), together with all additions, betterments, extensions or improvements to such facilities, properties, structures, or works or any part thereof hereafter acquired and constructed.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

2.1 General Contractor Commitments.

The Contractor accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Contractor in its application, accompanying documents, and communications filed in support of its request for financial assistance.

2.2 Completion of Project.

The Contractor agrees to expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A.

2.3 Project Certification.

ABAG shall prepare a Project Certification that includes information collected by the Contractor in accordance with the Bay Area-wide Trash Capture Demonstration Project monitoring and reporting plan, a determination of the effectiveness of the Project in preventing or reducing pollution, and the results of the monitoring program. The Project Certification shall follow the general format provided by the Bay Area-wide Trash Capture Demonstration Project.

Failure to submit a Project Certification, an affirmative certification, or a corrective action report that meets the above requirements and is satisfactory to the Division within 15 (fifteen) months of the Project Completion date will cause the State Water Board to stop processing any pending or future applications for new financial assistance, withhold payments on any existing financial assistance, and begin administrative proceedings pursuant to sections 13267 and 13268 of the Water Code.

2.4 [not applicable]

2.5 Notice. The Contractor agrees to promptly notify the ABAG Contract Manager in writing of:

(a) Litigation, circulation of a petition to challenge rates, consideration of bankruptcy, dissolution, or disincorporation, or any other thing that could negatively affect or jeopardize the Contractor’s revenues used for operations, maintenance, and repairs of the Project during its useful life.

(b) Any substantial change in scope of the Project. The Contractor agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to ABAG and ABAG has given written approval for such change;

(c) [not applicable]

(d) [not applicable]

(e) Discovery of any potential archeological or historical resource. Should a potential archeological or historical

resource be discovered during construction of the Project, the Contractor agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State Water Resources Control Board, Division of Financial Assistance (Division) has determined what actions should be taken to protect and preserve the resource. The Contractor agrees to implement appropriate actions as directed by the Division;

(f) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify the ABAG Contract Manager. This notification is in addition to the Contractor's obligations under the federal Endangered Species Act;

(g) Any monitoring, demonstration, or other implementation activities such that the State Water Resources Control Board (State Water Board) and/or Regional Water Quality Control Board (Regional Water Board) staff may observe and document such activities;

(h) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days notice; and,

(i) Completion of Construction of the Project, and actual Project Completion.

2.6 Project Access.

The Contractor agrees to insure that ABAG, the State Water Board, the Governor of the State, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have suitable access to the Project site at all reasonable times during Project construction and thereafter for the life of the Project. The Contractor acknowledges that the Project records and locations are public records.

2.7 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Contractor agrees to expeditiously initiate Project operations. The Contractor agrees to make all reasonable efforts to meet the Project Completion date established in Exhibit A. Such date shall be binding upon the Contractor unless modified in writing by ABAG upon a showing of good cause by the Contractor. The Contractor shall deliver any request for extension of the Project Completion date no less than ninety (90) days prior to the Project Completion date. ABAG will not unreasonably deny such a timely request, but the Division will deny requests received after this time.

2.8 Continuous Use of Project; Lease or Disposal of Project.

The Contractor agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the ABAG and the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all Project Funds together with accrued interest and any penalty assessments which may be due.

2.9 Reports.

(a) [not applicable]

(b) As Needed Reports. The Contractor agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by ABAG or the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

2.10 [not applicable]

2.11 [not applicable]

2.12 [not applicable]

2.13 Signage.

The Contractor shall post project posters inside its city hall and by posting notice on its website until the Completion of Construction date specified in Exhibit A. For both posters and website notices, the Recipient (ABAG) shall ensure the inclusion of the relevant logos and statements required by Section 2.13 of the CWSRF Project Finance Agreement with ABAG for the Bay Area-Wide Trash Capture Demonstration Project, Agreement No. 09-823-550.

ARTICLE III: [not applicable]

ARTICLE IV: MISCELLANEOUS PROVISIONS

4.1 Timeliness.

TIME IS OF THE ESSENCE IN THIS AGREEMENT

4.2 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

4.3 Assignability.

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment.

4.4 [not applicable]

4.5 Compliance with Law, Regulations, etc.

(a) The Contractor agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Contractor agrees that, to the extent applicable, the Contractor will:

- (1) Comply with the provisions of the Categorical Exemption from California Environmental Quality Act requirements (15302(c)) associated with the Bay Area-wide Trash Capture Demonstration Project, for the term of this Agreement;
- (2) Comply with the State Water Board's "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as amended from time to time; and
- (3) Comply with and require its contractors and subcontractors to comply with the list of federal laws certified to by the Contractor.

4.6 Conflict of Interest.

The Contractor certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

4.7 Damages for Breach Affecting ARRA Compliance.

(a) In the event that any breach of any of the provisions of this Agreement by the Contractor shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State Water Board or ABAG to reimburse the federal government by reason of any arbitrage profits, the Contractor shall immediately pay the State Water Board or ABAG, as the case may be, in an amount equal to any damages paid by or loss incurred by the state due to such breach.

(b) In the event that any breach of any of the provisions of this Agreement by the Contractor shall result in the failure of Project Funds to be used pursuant to the provisions of ARRA, or if such breach shall result in an obligation on the part of the State Water Board or ABAG to reimburse the federal government, the Contractor shall immediately pay the State Water Board or ABAG, as the case may be, in an amount equal to any damages paid by or loss incurred due to such breach.

4.8 Disputes.

(a) Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Division Deputy Director, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Contractor and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Contractor, the Contractor mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) The Contractor shall continue with the responsibilities under this Agreement during any dispute.

4.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4.10 [not applicable]

4.11 Independent Actor.

The Contractor, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board or ABAG.

4.12 Non-Discrimination Clause.

(a) During the performance of this Agreement, Contractor and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

(b) The Contractor, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) The Contractor, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) The Contractor, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(e) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all

subcontracts to perform work under the Agreement.

4.13 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

4.14 Operation and Maintenance; Insurance.

The Contractor agrees to properly staff, operate and maintain all portions of the Project for at least 20 years from the project completion date (see Exhibit A) years or the design life of the devices in accordance with all applicable state and federal laws, rules and regulations. The Contractor certifies that it has in place and will maintain a reserve fund for this purpose. See Exhibit D-1.

The Contractor will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Contractor of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Contractor shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens.

4.15 Permits, Subcontracting, Remedies and Debarment.

The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Project Representative through ABAG during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the Division.

The Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code, § 4477)

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

4.16 [not applicable]

4.17 Contractor's Responsibility for Work.

The Contractor shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for any and all disputes arising out of its contracts for work on the Project. Neither the State Water Board nor ABAG will mediate disputes between the Contractor and any other entity concerning responsibility for performance of work.

4.18 [not applicable]

4.19 Rights in Data.

The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State and ABAG shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State and ABAG reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Contractor upon request. (40 CFR §§ 31.34, 31.36)

4.20 State and ABAG Reviews and Indemnification.

The parties agree that review or approval of Project plans and specifications by ABAG or the State Water Board is for administrative purposes only and does not relieve the Contractor of its responsibility to properly operate and maintain the Project. To the extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ABAG and the State Water Board against any loss or liability arising out of any claim or action brought against ABAG or the State Water Board from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Contractor for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Contractor agrees to pay and discharge any judgment or award entered or made against ABAG or the State Water Board with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

4.21 State Water Board and ABAG Action; Costs and Attorney Fees.

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to ABAG or the State Water Board as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by ABAG or the State Water Board shall not preclude ABAG or the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.

4.22 Termination; Immediate Repayment; Interest.

(a) This Agreement will automatically terminate without written notice if the Contractor fails to meet the timelines in Exhibit A to the PFA and the ARRA special conditions of Exhibit C-2. Under such circumstance, the Contractor shall immediately pay all Project Funds received under this Agreement for purchase of the trash capture device, at the highest legal rate of interest.

(b) Additionally, this Agreement may be terminated by written notice at any time prior to project completion by the Contractor, at the option of the State Water Board through ABAG, upon violation by the Contractor of any material provision of this Agreement after such violation has been called to the attention of the Contractor and after failure of the Contractor to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division through ABAG. In the event of such termination, the Contractor agrees, upon demand, to immediately pay to the State Water Board through ABAG an amount equal to the purchase price of the trash capture device.

4.23 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.24 Useful Life of the Project.

The useful life of the Project, commencing at Project Completion, is at least 20 years or the term of this Agreement, as set forth in Exhibit A hereto, whichever period is longer.

4.25 Venue.

The State Water Board and the Contractor hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.

4.26 Waiver and Rights of the State Water Board.

Any waiver of rights by ABAG or the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of ABAG or the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT C-1

SPECIAL ENVIRONMENTAL, FINANCIAL AND OTHER PROGRAM CONDITIONS

- The Contractor shall comply with the Special Environmental, Financial, and Other Program Conditions listed in Exhibit D of the CWSRF Project Finance Agreement with ABAG for the Bay Area-wide Trash Capture Demonstration Project. See Exhibits D-2 and D-3 of this contract.

- Reimbursement of Project expenses will be restricted to TCDs installed at locations where the Contractor has submitted a statement that explains certifications of access to land, operation and maintenance, and no litigation to State Water Board staff. See Exhibit D-4.

EXHIBIT C-2
FEDERAL ARRA SPECIAL CONDITIONS

The Contractor shall comply with the Federal ARRA Conditions in the CWSRF Project Finance Agreement with ABAG for the Bay Area-wide Trash Capture Demonstration Project, Exhibit E posted at <http://www.bayareatrashtracker.org/content/contract-resources>) of with the exception of section 1(f). Section 1(f) shall read:

(f) Reports. In addition to the reports specified in this Agreement, the Contractor may be asked for quarterly reports related to the goals of ARRA, including jobs created or saved. The Contractor agrees to provide such reports, if requested, in an expeditious fashion.

EXHIBIT C-3

ARRA SECTION 1511 CERTIFICATION

The Contractor shall comply with the Section 1511 Certification in the CWSRF Project Finance Agreement with ABAG for the Bay Area-wide Trash Capture Demonstration Project, Exhibit G. The CWSRF Project Finance Agreement is posted at <http://www.bayareatrashtacker.org/content/contract-resources>.

EXHIBIT C-4
DAVIS-BACON ACT COMPLIANCE

The Contractor shall comply with the Davis-Bacon Act requirements listed in Exhibit H (available for viewing from SFEP by request) of the CWSRF Project Finance Agreement with ABAG for the Bay Area-wide Trash Capture Demonstration Project.

The Contractor shall comply with and use the Davis-Bacon wage determinations while working under this contract. The wage determinations can be found at: <http://www.wdol.gov/dba.aspx#3>.

EXHIBIT D-1

OPERATION AND MAINTENANCE CERTIFICATION

The undersigned certifies by his or her signature the following:

Union City agrees to continue to provide for operations and maintenance (O&M) throughout the useful life of the Project. Union City provides for operations and maintenance of the Project through its:

General Fund, of which the estimated costs of O&M will be ____ per cent (__%);

or

Other – _____(Name of fund), of which the estimated costs of O&M will be ____ percent (__%).

This fund is an on-going operation of the City of Union City.

Signature

Date

Print Name of Signer

Position/Title

EXHIBIT D-2

PROJECT SITE(S) ACCESS CERTIFICATION

The undersigned certifies by his or her signature the following:

The City of Union City (Contractor) certifies that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have suitable access to all Project sites at all reasonable times during Project construction and thereafter for the life of the Project (not to exceed 25 years). The Contractor acknowledges that the Project records and locations are public records.

Signature

Date

Print Name of Signer

Position/Title

EXHIBIT D-3

NO LITIGATION CERTIFICATION

The undersigned certifies by his or her signature the following:

The City of Union City (Contractor) is not currently engaged in any pending, threatened, or actual litigation, claims, or assessments with regard to any of the Project Site(s) or the fund identified in Exhibit C-2.

Signature

Date

Print Name of Signer

Position/Title

EXHIBIT D-4

TITLE CERTIFICATION

The undersigned certifies by his or her signature the following:

All of the Project Site(s) is/are located on land owned by the City of Union City, or land over which the City of Union City has an easement for access, operation or maintenance, or is in the public right-of-way.

For any Project Site where the City of Union City has an easement, said easement is valid for the life of the Project (not to exceed 25 years).

All permits necessary for Project have been obtained or will be obtained at the appropriate time.

City of Union City
Attorney or Legal Counsel

Date

Print Name of Signer



DATE: JANUARY 11, 2010

TO: CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: INTRODUCE AN ORDINANCE APPROVING MUNICIPAL CODE AMENDMENT (AT-08-10) TO: RE-ESTABLISH LANGUAGE REQUIRING RESIDENTIAL WASTE CONTAINERS TO BE SCREENED FROM PUBLIC VIEW; RE-ESTABLISH REQUIREMENT THAT SIGN COPY BE LIMITED TO BUSINESS NAME AND ADDRESS; RE-ESTABLISH SENIOR HOUSING PARKING STANDARD; DELETE SMOKING LOUNGES FROM THE LIST OF CONDITIONALLY PERMITTED USES IN ALL COMMERCIAL ZONING DISTRICTS; AND UPDATE FLOODPLAIN COMBINING DISTRICT FOR CONSISTENCY WITH CURRENT FEMA GUIDELINES

On December 16, 2010, the Planning Commission recommended approval of Municipal Code Amendment (AT-08-10) to the City Council on a 5-0 vote.

BACKGROUND

The proposed amendments would restore provisions in the Municipal Code that were inadvertently removed and bring the Code in line with updated Council direction and regulatory recommendations. Staff is recommending one amendment to Title 7, *Health and Sanitation*, and four amendments to Title 18, *Zoning*, of the Municipal Code. Three of the five amendments are proposed to re-establish provisions that were inadvertently removed from the Municipal Code through codification errors. An additional amendment would delete smoking lounges from the list of conditionally permitted uses in the Commercial Zoning Districts. Lastly, the floodplain combining district is proposed to be updated for consistency with current FEMA guidelines.

The Planning Commission reviewed this item on December 16, 2010 and recommended approval to the Council on a 5-0 vote.

DISCUSSION

Placement of Solid Waste, Yard Waste, and Recycling Containers

As shown in Exhibit A, Section 7.04.050, *Placement of Containers for Collection*, in Chapter 7.01, *Solid Waste Management*, is proposed to be amended to specify that residential properties with curbside service must place containers in a location screened from view when not in the place of collection during the approved time. Acceptable locations for containers include a fenced side yard, a garage, or any other location not visible from the public right-of-way. The requirement for containers to be located out of public view was originally added to the Municipal Code in 1999 (Ordinance No. 533-99), but was overwritten by a Municipal Code Update in 2001, during codification (Ordinance No. 576-01).

The Planning Commission forwarded several comments on this proposed amendment to the City Council for its consideration (see Planning Commission Minutes in Attachment 4). The Commission expressed concern that residents of older homes, such as in the Decoto and Old Alvarado neighborhoods, would have difficulty complying with the provisions. The Commission noted that many homes do not have adequate side-yards and/or solid fences to screen containers. Further, the Commission commented that storing containers in an enclosed garage could attract pests. The Commission pointed out that while the number and size of containers have increased over time, the size of side yards is fixed, making it difficult for many residences to accommodate the new containers. Staff suggested that residents without adequate side yards or solid fences could erect a trellis or landscape screen to shield containers from the right-of-way.

The Commission also inquired about the enforcement procedures for the existing and proposed regulations. It was explained that staff responds to code violations on a complaint basis. Complaints received regarding solid waste containers typically relate to neighbors who do not remove their containers after pick-up or who store them in plain view in front of the residence. Leaving garbage cans in the front yard has been an ongoing Neighborhood Preservation issue and staff continues to recommend that this requirement be reinstated into the code.

Sign Copy

The proposed amendment would amend Section 18.30.080, *District Regulations*, of Chapter 18.30, *Sign Regulations*, to re-establish a requirement that sign copy be limited to business name and address. This provision was added to the Zoning Ordinance in 2006 (Ordinance No. 670-06) as part of a comprehensive Zoning Ordinance update. In 2008, a Zoning Text Amendment was approved that did not reflect the updated Sign Ordinance language, effectively undoing the previous Amendment when the Code was published. The amendments shown in Exhibit A would re-establish the provisions added in 2006.

The proposed language limits signage to the business name and address only. This would not allow signs to include a description of the services or products offered by the business, as has been City policy for some time. The Amendment also prohibits telephone numbers from signage. The intent is to avoid signs such as “Nails,” “Discounted Mattresses,” etc. Staff will reference a company’s business license application to check the business name prior to issuing sign permits.

This provision includes exceptions for health care and other professional offices whose business names do not always correspond with the services offered. Oftentimes, the official business name of a doctor's offices will be a list of doctors' names, as opposed to a clinic name. In such a case, signs would be allowed to read "Union City Pediatric," for example.

An exception for freestanding signs serving commercial and industrial centers has also been included to allow for such signs to feature the center name as opposed to just individual business names. Lastly, signs with brokerage information are allowed to include phone numbers.

Senior Housing Parking Standard

The proposed amendments shown in Exhibit A would also amend Section 18.32.160.F, *Off-street Parking*, of Chapter 18.32, *Residential Districts*, to re-establish a senior housing parking standard.

The City had an adopted parking standard for senior housing that was applied to the Senior Village developments on Alvarado-Niles Road and Masonic Homes' Acacia Creek. The senior parking standard was re-established in the Code (Ordinance 679-06), but later inadvertently overwritten by Ordinance 683-07 during codification.

The standard to be re-established requires one-half of a parking space per bedroom for resident parking and one quarter of a space per unit for guest parking. Consistent with the originally approved language, the Planning Commission will have the authority to vary the parking standard if it is deemed appropriate.

Smoking/Hookah Lounges

The proposed amendments would modify Section 18.36.030.B, *Conditional Uses*, of Chapter 18.36, *Commercial Districts*, to delete Smoking Lounges in all Commercial Zoning Districts.

On January 26, 2010, the City Council adopted a Zoning Ordinance Amendment (AT-07-09) to limit the sale of tobacco products near sensitive uses. The amendment prohibited tobacco distribution within 1,000 feet of parks, playgrounds, libraries, recreation centers, religious institutions, schools, and youth-oriented establishments in all Zoning Districts. In response to Planning Commission feedback, Smoking Lounges were moved from the Bars, Nightclubs, and Lounges use category into their own separate category under Conditionally Permitted Uses so that the 1,000 foot distance could be included.

Since AT-07-09 was approved, the Council has provided clear direction that Union City should be a leader on smoking and tobacco policy issues. On November 23, 2010, the Council adopted a Municipal Code Amendment (AT-07-10) to comprehensively update the City's tobacco and smoking policies. The recently adopted amendments include prohibitions on smoking in multi-family rental complexes, outdoor dining areas, and public recreation areas.

Smoking lounges, or hookah lounges, typically offer flavored tobacco to be smoked through a water pipe. According to *Breath – the California Smoke-Free Communities Program*, Hookah tobacco contains the same chemicals found in all tobacco products and the same cancer-causing particulates found in secondhand smoke. Additionally, under California state law (CA Labor

Code 6404.5) and Union City’s recently amended Municipal Code Chapter 7.13, the smoking of tobacco is not allowed in indoor workplaces.

As such, staff is recommending that Smoking Lounges be removed from the uses listed in Section 18.36.030.B, which would have the effect of making them unpermitted in all Zoning Districts.

Floodplain Combining District

The proposed amendments shown in Exhibit A, would update Chapter 18.98, *Floodplain Combining District* for compliance with current Federal Emergency Management Agency (FEMA) standards.

FEMA issues Flood Insurance Rate Maps that identify properties subject to inundation from the 100-year flood as being located in Special Hazard Areas. This designation means that each year, there is a one percent chance of flooding due to heavy rains. Properties located in Special Hazard Areas are required by Federal Law to obtain flood insurance. The National Flood Insurance Program (NFIP) provides subsidized flood insurance to property owners in communities that appropriately regulate floodplain development. The City of Union City has participated in the NFIP since August 18, 1972.

Chapter 18.98 of Union City Zoning Ordinance, *Floodplain Combining District*, regulates development in areas subject to the 100-year flood. In compliance with NFIP regulations, Chapter 18.98 requires all new structures to be built above the base flood elevation shown on FEMA’s rate maps.

On May 27, 2010, FEMA performed an audit of the City to ensure continued compliance with current rules and regulations pertaining to development in flood-prone areas. At the conclusion of the audit, FEMA requested that the City update Chapter 18.98 for consistency with current FEMA guidelines. FEMA specifically requested that the updated Ordinance:

- Add a citation of authority;
- Add definitions of:
 - “Existing Manufactured Home Park or Subdivision”
 - “Expansion to an Existing Manufactured Home Park or Subdivision”
 - “Historic Structure”
 - “New Manufactured Home Park or Subdivision”
 - “Recreational Vehicle;”
- Amend the definition of “Development” to include the word “storage;”
- Require submittal of new technical data to FEMA within six months;
- Require submittal of base flood elevations for developments greater than five acres or 50 lots; and
- Require all recreational vehicles to be elevated and anchored or onsite for less than 180 days or be fully licensed and highway-ready.

The amendments in Exhibit A address the above recommendations by FEMA. Staff forwarded a draft of the amendments shown in Exhibit A to FEMA staff and received confirmation in October that they satisfy FEMA’s requirements.

Planning Commission Recommendation

The Planning Commission considered this item at a public hearing on December 16, 2010. The Commission asked clarifying questions and made several comments regarding the proposed amendment to Section 7.04.050, *Placement of Containers for Collection*, but made no recommended changes. The Commission voted to recommend approval of this item to the Council on a 5-0 vote.

FISCAL IMPACT

There is no direct impact to the City's General Fund that would result from the proposed Municipal Code Amendment.

RECOMMENDATION

Staff recommends that the City Council introduce the attached Ordinance and hold a public hearing for Municipal Code Amendment, AT-08-10. The proposed amendments would restore provisions in the Municipal Code that were inadvertently removed and bring the Code in line with updated Council direction and regulatory recommendations.

A second reading of the Ordinance is tentatively scheduled for the January 25, 2010 City Council meeting. The Ordinance would become final 30 days from the second reading.

Prepared by:
Avalon Schultz,
Associate Planner

Submitted by:
Joan Malloy,
Economic & Community Development Director

Approved by:
Larry Cheeves,
City Manager

Attachment 1: Draft Ordinance Approving AT-08-10 with Exhibit A and Exhibit B (redlines)
Attachment 2: Planning Commission Staff Report Dated December 16, 2010
Attachment 3: Planning Commission Resolution #24-10
Attachment 4: Planning Commission Minutes Dated December 16, 2010

CITY COUNCIL ORDINANCE NUMBER #XX -10

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING MUNICIPAL CODE AMENDMENT (AT-08-10) TO: RE-ESTABLISH LANGUAGE REQUIRING RESIDENTIAL WASTE CONTAINERS TO BE SCREENED FROM PUBLIC VIEW; RE-ESTABLISH REQUIREMENT THAT SIGN COPY BE LIMITED TO BUSINESS NAME AND ADDRESS; RE-ESTABLISH SENIOR HOUSING PARKING STANDARD; DELETE SMOKING LOUNGES FROM THE LIST OF CONDITIONALLY PERMITTED USES IN ALL COMMERCIAL ZONING DISTRICTS; AND UPDATE FLOODPLAIN COMBINING DISTRICT FOR CONSISTENCY WITH CURRENT FEMA GUIDELINES

THE CITY COUNCIL OF THE CITY OF UNION CITY DOES ORDAIN AS FOLLOWS:

SECTION 1. The Ordinance including Exhibit A, attached hereto and made a part hereof by this reference, a copy of which is on file with the City Clerk, will:

- Amend Section 7.04.050(C), *Placement of Containers for Collection*, in Chapter 7.01, *Solid Waste Management*, to re-establish specific language requiring solid waste, yard waste, and recyclable material containers to be screened from public view when not in the place of collection. The rest of the Chapter remains unchanged;
- Amend Section 18.30.070(J), *Design Criteria*, of Chapter 18.30, *Sign Regulations*, to re-establish requirement that sign copy be limited to business name and address, with exceptions for health care and other professional offices and commercial and industrial center freestanding signs. The rest of the Chapter remains unchanged;
- Amend Section 18.32.160(F), *Off-street Parking*, of Chapter 18.32, *Residential Districts*, to re-establish senior housing parking standard. The rest of the Chapter remains unchanged;
- Amend Section 18.36.030(B), *Conditional Uses*, of Chapter 18.36, *Commercial Districts*, to delete Smoking Lounges from the list of conditionally permitted uses in all Commercial Zoning Districts. The rest of the Chapter remains unchanged; and
- Amend Chapter 18.98, *Floodplain Combining District*, of the Zoning Ordinance for consistency with current FEMA guidelines.

SECTION 2. A red-lined copy of the proposed amendments to the Municipal Code, labeled Exhibit B, is attached hereto and made a part hereof by this reference; a copy of which is on file with the City Clerk.

SECTION 3. Pursuant to Section 18.64 of the City of Union City Municipal Code, the City Council of the City of Union City does hereby find the following textual changes to the Zoning Ordinance to be necessary and desirable to achieve the purposes of Title 18, *Zoning*, of the Municipal Code of the City of Union City, and to promote the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Union City.

SECTION 4. The Ordinance is exempt from further environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

SECTION 5. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Union City, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

AT-08-10
Exhibit A

7.04.050. Timing of placement and removal of containers.

C. Occupants of residential and commercial and industrial premises shall not place at the curb, solid waste, yard waste or recyclable material containers for collection by the solid waste and recycling franchisees at any time earlier than sunset of the day preceding the day designated for collection by the solid waste and recycling franchisees for the collection of such solid waste, recyclable material or yard waste. All solid waste, yard waste and recyclable material containers shall be moved from the place of collection prior to midnight of the day the containers have been emptied unless the solid waste or recycling franchisee fails to collect the solid waste, yard waste or recyclable material as scheduled and alternative collection arrangements are made. All residential properties utilizing curb-side collection shall store containers in a screened location that it is not visible from the public right-of-way unless containers are in the appropriate place of collection during the allowed time frame.

18.30.070 Design criteria

J. Sign Copy.

1. Sign copy shall be limited to business name and address and shall not include telephone numbers, with the following exceptions:

a. Health care and other professional offices. Sign copy may include the business type in place of the business name. Freestanding sign copy for medical centers may include the name of the medical center as well as leasing information consistent with section 18.30.080.

b. Commercial and industrial centers. Freestanding sign copy may include the name of the commercial or industrial center as well as leasing information consistent with section 18.30.080.

2. On freestanding signs structures, sign copy shall be designed to contribute to the design of the structure on which it is displayed. In all cases, freestanding sign design and sign copy shall be coordinated to provide an attractively designed freestanding element which identifies the development or project.

18.32.160. F. Off-street parking

9. Senior Housing. One half (.5) of a covered parking space shall be provided for each bedroom, and one quarter (.25) of a parking space shall be provided for each unit for guest parking. The number of parking spaces required for senior housing may be decreased by the Planning Commission if it is found that a specific use will not create as great a need for off-street parking.

18.36.030 Conditional Uses

B. Approval by Planning Commission (refer to Chapter 18.56 for a detailed description of the use permit process)

CONDITIONAL USES	CPA	CN	CC	CVR	CS
Adult business, only where located at least 1,000 feet away from a school, day care, or faith based facility.			X		
Amusement (video arcades, computer gaming, pool rooms/halls)			X		X
Automotive sales—Used vehicles, permitted only in conjunction with new car sales			X		
Automobile washing, including the use of mechanical conveyors, blowers and steam cleaners			X		
Bars, nightclubs, and lounges		X	X	X	X
Body art		X	X		
Check cashing			X		
Church uses with existing buildings built for and previously occupied by a church		X			
Convenience markets		X	X		X
Cybercafé		X	X		X
Discount clubs			X		
Drive-in/drive-through uses		X	X		
Entertainment and recreation uses which are categorized as an A-occupancy through the Uniform Building Code, or result in a change in the occupancy designation			X	X	X
Farmers markets, when coordinated in conjunction with the City or the Chamber of Commerce		X			X
Guns and/or ammunition sales			X		
Health services (including, but not limited to: laboratories, drug treatment clinics, palm reading)	X		X		
Hospitals, sanitariums and nursing homes	X		X		
Liquor stores		X	X		X
Lodging (hotel and motel)			X		
Lumber or other building materials with outdoor storage or display			X		
Massage therapy	X		X		X
Mortuaries, crematoriums and funeral homes			X		
Nurseries and garden stores with outdoor storage			X		
Public utility and public service pumping stations, power stations, electrical substations, service groups and storage tanks		X	X		X
Retail tobacco store, only where located more than 1,000 feet from another such use and a "sensitive use." Distance shall be measured from			X		

the closest exterior wall of the structure or portion of the structure in which the use is located to the property line of the "sensitive use."					
Service stations with the following operational characteristics:					
1. All operations, except for the sale of gasoline and the washing of automobiles, are conducted in a building enclosed on at least three sides, pump islands located no closer than twenty (20) feet to any property line, and alcoholic beverages not sold on-site;		X	X		
2. Minor automobile service, such as engine tune-ups, oil change, tire sales and service, brake service and smog check;			X		
3. The rental of trailers as an incidental part of the service station operation;			X		
4. The rental of hand tools, garden tools, and other similar equipment as an incidental part of the operation of the service station;		X	X		
5. Gas station marketeers subject to the provisions of the Gas Station Marketeer Policy Statement.		X	X		
Superstores			X		
Any other use determined by the Planning Commission to be essentially the same or very similar to the above permitted uses. In making this determination, the findings required under Section 18.52.060 shall be addressed	X	X	X	X	X

Note: The entire Chapter 18.98 has been amended

Chapter 18.98 FLOODPLAIN COMBINING DISTRICT

18.98.010 Statutory Authorization.

The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Union City does hereby adopt the following floodplain management regulations.

18.98.015 Purpose.

A. Findings of Fact.

1. The flood hazard areas of the City historically have been subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

B. Statement of Purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

1. To protect human life and health;
2. To minimize expenditure of public money for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
6. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;
7. To insure that potential buyers are notified that property is in an area of special flood hazard; and
8. To insure that those who occupy the areas of special flood hazard assume responsibility for their actions.

C. Methods of Reducing Flood Losses.

In order to accomplish its purposes, this chapter includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging and other development which may increase flood damage; and
5. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.020 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

- A. "Appeal" means a request for a review of the Director's interpretation of any provision of this chapter or a request for a variance.
- B. "Area of shallow flooding" means a designated AO or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one (1) to three (3) feet, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident.
- C. Area of Special Flood Hazard. See "Special flood hazard area."
- D. "Base flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year (also called the "one-hundred-year flood").
- E. "Basement" means any area of the building having its floor subgrade (below ground level) on all sides.
- F. "Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is so designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by floodwaters. A breakaway wall shall have a safe design loading resistance of not less than ten and no more than twenty (20) pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:
 1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 2. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.
- G. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- H. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets,

and either final site grading or the pouring of concrete pads) is completed before the effective date of the ordinance codified in this chapter.

I. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

J. "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of floodwaters;
2. The unusual and rapid accumulation or runoff of surface waters from any source;
3. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

K. "Flood Boundary and Floodway Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

L. "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

M. "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

N. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

O. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

P. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinances, grading ordinances and erosion control ordinances) and other applications of police power. The term describes such State or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Q. "Floodproofing" means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

R. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. Also referred to as "regulatory floodway."

S. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

T. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

U. "Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

V. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

W. "Manufactured home" means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days.

X. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for sale or rent.

Y. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Z. "New construction" means, for floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in this chapter.

AA. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the ordinance codified in this chapter.

BB. "One-hundred-year flood" or "100-year flood" means a flood which has a one (1) percent annual probability of being equaled or exceeded. It is identical to the "base flood," which will be the term used throughout this chapter.

CC. "Person" means an individual or his or her agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this State or its agencies or political subdivisions.

DD. "Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

EE. "Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this title or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

FF. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

GG. "Sand dunes" mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

HH. "Special flood hazard area (SFHA)" means an area having special flood or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99 or AH.

II. "Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) calendar days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure.

JJ. "Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner which require building permits.

KK. 1. "Substantial improvement" means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either:

- a. Before the improvement or repair is started; or

- b. If the structure has been damaged, and is being restored, before the damage occurred.
- 2. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:
 - a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
 - b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.
- LL. “Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.
- MM. “Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.
(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.030 General provisions.

- A. **Lands to Which This Chapter Applies.** This chapter shall apply to all areas of special flood hazards within the jurisdiction of the City.
- B. **Basis For Establishing The Areas Of Special Flood Hazard.** The areas of special flood hazard, identified by the Federal Emergency Management Agency or the Federal Insurance Administration in a scientific and engineering report entitled “Flood Insurance Study for the City of Union City” with an accompanying Flood Insurance Rate Map with the effective date of February 9, 2000, and any subsequent revisions or amendments thereto, is adopted by reference and declared to be a part of this chapter. This Flood Insurance Study is on file with the City Engineer at the City of Union City. This Flood Insurance Study is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City Council by the Director.
- C. **Compliance.** No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations of the City of Union City. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation.
- D. **Abrogation and Greater Restrictions.** This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another chapter, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- E. **Interpretation.** In the interpretation and application of this chapter, all provisions shall be:
 - 1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

F. **Warning and Disclaimer of Liability.** The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City of Union City, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

G. **Severability.** This chapter and the various parts thereof are declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

(Ord. 670-06 § 3 (part), 2006; Ord. 553-00 § 1 (Exh. A), 2000; Ord. 55.294-88 § 2 (part), 1988)

18.98.040 Administration.

A. **Establishment of Development Permit.** A development permit shall be obtained before construction or development begins within any area of special flood hazards established in Section 18.98.030(B). Application for a development permit shall be made on forms furnished by the Director and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; in Zone AO or VO, elevation of highest adjacent grade and proposed elevation of lowest floor of all structures;
2. Proposed elevation in relation to mean sea level to which any structure will be floodproofed;
3. All appropriate certifications listed in subdivision 4 of subsection C of this section;
4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
5. Plans for any walls to be used to enclose space below the base flood area.

B. **Designation of the Floodplain Administrator.** The Economic and Community Development Director (Director) is hereby appointed to administer and implement this chapter by granting or denying development permits in accordance with its provisions.

C. **Duties and Responsibilities of the Director.** The duties and responsibilities of the Director shall include, but not be limited to:

1. **Permit Review.**
 - a. Review all development permits to determine that the permit requirements of this chapter have been satisfied;

- b. Review all development permits to determine that all other required State and Federal permits have been obtained;
 - c. The site is reasonably safe from flooding;
 - d. The proposed development does not adversely affect the carrying capacity of the floodway. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one (1) foot at any point;
 - e. Review plans for walls to be used to enclose space below the base flood level in accordance with Section 18.98.050(A)(3)(d).
2. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 18.98.030(B), the Director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Section 18.98.050. Any such information shall be submitted to the City Council for adoption.
3. Whenever a watercourse is to be altered or relocated:
- a. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;
 - b. Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained.
4. Whenever a Base Flood Elevation changes due to physical alterations:
- a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
 - b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
 - c. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.
5. Obtain and maintain for public inspection and make available as needed:
- a. The certification required in Section 18.98.050(A)(3)(a) (floor elevations);
 - b. The certification required in Section 18.98.050(A)(3)(b) (elevations in areas of shallow flooding);
 - c. The certification required in Section 18.98.050(A)(3)(c)(iii) (elevation or floodproofing of nonresidential structures);
 - d. The certification required in Section 18.98.050(A)(3)(d)(i) or (ii) (wet floodproofing standard);
 - e. The certified elevation required in Section 18.98.050(C)(2) (subdivision standards);
 - f. The certification required in Section 18.98.050(E)(1) (floodway encroachments).

6. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 18.98.060.

7. Take action to remedy violations of this chapter as specified in Section 18.98.030(C).

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.050 Provisions for flood hazard reduction.

A. Standards of Construction. In all areas of special flood hazards the following standards are required:

1. Anchoring.

a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

b. All manufactured homes shall meet the anchoring standards of subsection D of this section.

2. Construction Materials and Methods.

a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

c. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

d. Require within Zones AH or AO, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

3. Elevation and Floodproofing.

a. New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the base flood elevation. Nonresidential structures may meet the standards in paragraph c of this subdivision. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, or verified by the Community Building Inspector to be properly elevated. Such certification or verification shall be provided to the Director.

b. New construction and substantial improvement of any structure in Zone AH or AO shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, or at least two (2) feet if no depth number is specified. Nonresidential structures may meet the standards in paragraph c of this subdivision. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, or verified by the Community Building Inspector to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator.

- c. Nonresidential construction shall either be elevated in conformance with paragraphs a and b of this subdivision or together with attendant utility and sanitary facilities:
 - i. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - iii. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the Floodplain Administrator.
- d. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - i. Either a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters; or
 - ii. Be certified to comply with a local floodproofing standard approved by the Federal Insurance Administration.
- e. Manufactured homes shall also meet the standards in subsection D of this section.

B. Standards for Utilities.

- 1. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from systems into floodwaters.
- 2. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

C. Standards for Subdivisions.

- 1. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall:
 - a. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).
 - b. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
 - c. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:
 - i. Lowest floor elevation.
 - ii. Pad elevation.
 - iii. Lowest adjacent grade.
- 2. All subdivision proposals and other proposed development shall be consistent with the need to

minimize flood damage.

3. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

4. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

D. Standards for Manufactured Homes. All new and replacement manufactured homes and additions to manufactured homes shall:

1. Be elevated so that the lowest floor is at or above the base flood elevation; and
2. Be securely anchored to a permanent foundation system to resist flotation, collapse or lateral movement.

E. Floodways. Located within areas of special flood hazard established in Section 18.98.030(B) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
2. If subdivision 1 of this subsection E is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of this section.

F. Standards for recreational vehicles.

1. All recreational vehicles placed in Zones A1-30, AH, AE, V1-30 and VE will either:
 - a. Be on the site for fewer than 180 consecutive days; or
 - b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - c. Meet the permit requirements of 18.98.404(A) of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 18.98.050(D).
2. Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's Flood Insurance Rate Map will meet the requirements of 18.98.050(F)(1).

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.060 Variance procedure.

A. Appeal Board.

1. The City Council shall hear and decide appeals and requests for variances from the requirements of this chapter.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the Director in the enforcement or administration of this chapter.

3. In passing upon such applications, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
 - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
 4. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing paragraphs a through k of subdivision 3 of this subsection A have been fully considered. As the lot size increases beyond one-half (½) acre, the technical justification required for issuing the variance increases.
 5. Upon consideration of the factors of subdivision 3 of this subsection A and the purposes of this chapter, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter.
 6. The Director shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.
- B. Conditions for Variances.
1. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
 2. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 4. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the provisions of subdivisions 1 through 4 of this subsection B are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

6. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the regulatory flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. A copy of the notice shall be recorded by the Floodplain Board in the office of the Alameda County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

AT-08-10
Exhibit B

7.04.050. Timing of placement and removal of containers.

C. Occupants of residential and commercial and industrial premises shall not place at the curb, solid waste, yard waste or recyclable material containers for collection by the solid waste and recycling franchisees at any time earlier than sunset of the day preceding the day designated for collection by the solid waste and recycling franchisees for the collection of such solid waste, recyclable material or yard waste. All solid waste, yard waste and recyclable material containers shall be moved from the place of collection prior to midnight of the day the containers have been emptied unless the solid waste or recycling franchisee fails to collect the solid waste, yard waste or recyclable material as scheduled and alternative collection arrangements are made. All residential properties utilizing curb-side collection shall store containers in a screened location that it is not visible from the public right-of-way unless containers are in the appropriate place of collection during the allowed time frame.

18.30.070 Design criteria

J. Sign Copy.

1. Sign copy shall be ~~simple and concise without excessive description of services or products.~~ limited to business name and address and shall not include telephone numbers, with the following exceptions:

a. Health care and other professional offices. Sign copy may include the business type in place of the business name. Freestanding sign copy for medical centers may include the name of the medical center as well as leasing information consistent with section 18.30.080.

b. Commercial and industrial centers. Freestanding sign copy may include the name of the commercial or industrial center as well as leasing information consistent with section 18.30.080.

2. On freestanding signs structures, sign copy shall be designed to contribute to the design of the structure on which it is displayed. In all cases, freestanding sign design and sign copy shall be coordinated to provide an attractively designed freestanding element which identifies the development or project.

18.32.160. F. Off-street parking

9. Senior Housing. One half (.5) of a covered parking space shall be provided for each bedroom, and one quarter (.25) of a parking space shall be provided for each unit for guest parking. The number of parking spaces required for senior housing may be decreased by the Planning Commission if it is found that a specific use will not create as great a need for off-street parking.

18.36.030 Conditional Uses

B. Approval by Planning Commission (refer to Chapter 18.56 for a detailed description of the use permit process)

CONDITIONAL USES	CPA	CN	CC	CVR	CS
Adult business, only where located at least 1,000 feet away from a school, day care, or faith based facility.			X		
Amusement (video arcades, computer gaming, pool rooms/halls)			X		X
Automotive sales—Used vehicles, permitted only in conjunction with new car sales			X		
Automobile washing, including the use of mechanical conveyors, blowers and steam cleaners			X		
Bars, nightclubs, and lounges		X	X	X	X
Body art		X	X		
Check cashing			X		
Church uses with existing buildings built for and previously occupied by a church		X			
Convenience markets		X	X		X
Cybercafé		X	X		X
Discount clubs			X		
Drive-in/drive-through uses		X	X		
Entertainment and recreation uses which are categorized as an A-occupancy through the Uniform Building Code, or result in a change in the occupancy designation			X	X	X
Farmers markets, when coordinated in conjunction with the City or the Chamber of Commerce		X			X
Guns and/or ammunition sales			X		
Health services (including, but not limited to: laboratories, drug treatment clinics, palm reading)	X		X		
Hospitals, sanitariums and nursing homes	X		X		
Liquor stores		X	X		X
Lodging (hotel and motel)			X		
Lumber or other building materials with outdoor storage or display			X		
Massage therapy	X		X		X
Mortuaries, crematoriums and funeral homes			X		
Nurseries and garden stores with outdoor storage			X		
Public utility and public service pumping stations, power stations, electrical substations, service groups and storage tanks		X	X		X
Retail tobacco store, only where located more than 1,000 feet from another such use and a “sensitive use.” Distance shall be measured from			X		

the closest exterior wall of the structure or portion of the structure in which the use is located to the property line of the "sensitive use."					
Service stations with the following operational characteristics:					
1. All operations, except for the sale of gasoline and the washing of automobiles, are conducted in a building enclosed on at least three sides, pump islands located no closer than twenty (20) feet to any property line, and alcoholic beverages not sold on-site;		X	X		
2. Minor automobile service, such as engine tune-ups, oil change, tire sales and service, brake service and smog check;			X		
3. The rental of trailers as an incidental part of the service station operation;			X		
4. The rental of hand tools, garden tools, and other similar equipment as an incidental part of the operation of the service station;		X	X		
5. Gas station marketeers subject to the provisions of the Gas Station Marketeer Policy Statement.		X	X		
Smoking lounges, only where located more than 1,000 feet from another such use and a "sensitive use." Distance shall be measured from the closest exterior wall of the structure or portion of the structure in which the use is located to the property line of the "sensitive use."					
Superstores			X		
Any other use determined by the Planning Commission to be essentially the same or very similar to the above permitted uses. In making this determination, the findings required under Section 18.52.060 shall be addressed	X	X	X	X	X

Note: The entire Chapter 18.98 has been amended

Chapter 18.98 FLOODPLAIN COMBINING DISTRICT

18.98.010 Statutory Authorization.

The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Union City does hereby adopt the following floodplain management regulations.

18.98.~~010~~015 Purpose.

A. Findings of Fact.

1. The flood hazard areas of the City historically have been subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

B. Statement of Purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

1. To protect human life and health;
2. To minimize expenditure of public money for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
6. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;
7. To insure that potential buyers are notified that property is in an area of special flood hazard; and
8. To insure that those who occupy the areas of special flood hazard assume responsibility for their actions.

C. Methods of Reducing Flood Losses.

In order to accomplish its purposes, this chapter includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging and other development which may increase flood damage; and
5. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.020 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

- A. "Appeal" means a request for a review of the Director's interpretation of any provision of this chapter or a request for a variance.
- B. "Area of shallow flooding" means a designated AO or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one (1) to three (3) feet, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident.
- C. Area of Special Flood Hazard. See "Special flood hazard area."
- D. "Base flood" means the flood having a one (1) percent chance of being equalled or exceeded in any given year (also called the "one-hundred-year flood").
- E. "Basement" means any area of the building having its floor subgrade (below ground level) on all sides.
- F. "Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is so designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by floodwaters. A breakaway wall shall have a safe design loading resistance of not less than ten and no more than twenty (20) pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:
 1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 2. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.
- G. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- H. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets,

and either final site grading or the pouring of concrete pads) is completed before the effective date of the ordinance codified in this chapter.

I. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

~~H~~J. "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of floodwaters;
2. The unusual and rapid accumulation or runoff of surface waters from any source;
3. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

~~K~~L. "Flood Boundary and Floodway Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

~~J~~L. "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

~~K~~M. "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

~~L~~N. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

~~M~~O. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

~~N~~P. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinances, grading ordinances and erosion control ordinances) and other applications of police power. The term describes such State or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

~~O~~Q. "Floodproofing" means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

~~P~~R. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. Also referred to as "regulatory floodway."

QS. “Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

RT. “Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

U. “Historic structure” means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

SV. “Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

FW. “Manufactured home” means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term “manufactured home” also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days.

UX. “Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for sale or rent.

VY. “Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

WZ. “New construction” means, for floodplain management purposes, structures for which the “start of construction” commenced on or after the effective date of the ordinance codified in this chapter.

AA. “New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the ordinance codified in this chapter.

XBB. “One-hundred-year flood” or “100-year flood” means a flood which has a one (1) percent annual probability of being equaled or exceeded. It is identical to the “base flood,” which will be the term used throughout this chapter.

YCC. “Person” means an individual or his or her agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this State or its agencies or political subdivisions.

DD. “Recreational vehicle” means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

ZEE. “Remedy a violation” means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this title or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

AFF. “Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

BGG. “Sand dunes” mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

CHH. “Special flood hazard area (SFHA)” means an area having special flood or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99 or AH.

DDI. “Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) calendar days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure.

EJJ. “Structure” means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner which require building permits.

FKK. 1. “Substantial improvement” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either:

- a. Before the improvement or repair is started; or

- b. If the structure has been damaged, and is being restored, before the damage occurred.
- 2. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:
 - a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
 - b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

GGLL. “Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

HHMM. “Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.030 General provisions.

- A. **Lands to Which This Chapter Applies.** This chapter shall apply to all areas of special flood hazards within the jurisdiction of the City.
- B. **Basis For Establishing The Areas Of Special Flood Hazard.** The areas of special flood hazard, identified by the Federal Emergency Management Agency or the Federal Insurance Administration in a scientific and engineering report entitled “Flood Insurance Study for the City of Union City” with an accompanying Flood Insurance Rate Map with the effective date of February 9, 2000, and any subsequent revisions or amendments thereto, is adopted by reference and declared to be a part of this chapter. This Flood Insurance Study is on file with the City Engineer at the City of Union City. This Flood Insurance Study is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City Council by the Director.
- C. **Compliance.** No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations of the City of Union City. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation.
- D. **Abrogation and Greater Restrictions.** This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another chapter, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- E. **Interpretation.** In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

F. **Warning and Disclaimer of Liability.** The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City of Union City, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

G. **Severability.** This chapter and the various parts thereof are declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

(Ord. 670-06 § 3 (part), 2006; Ord. 553-00 § 1 (Exh. A), 2000; Ord. 55.294-88 § 2 (part), 1988)

18.98.040 Administration.

A. **Establishment of Development Permit.** A development permit shall be obtained before construction or development begins within any area of special flood hazards established in Section 18.98.030(B). Application for a development permit shall be made on forms furnished by the Director and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoings. Specifically, the following information is required:

1. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; in Zone AO or VO, elevation of highest adjacent grade and proposed elevation of lowest floor of all structures;
2. Proposed elevation in relation to mean sea level to which any structure will be floodproofed;
3. All appropriate certifications listed in subdivision 4 of subsection C of this section;
4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
5. Plans for any walls to be used to enclose space below the base flood area.

B. Designation of ~~the Floodplain Administrator~~~~the Director~~. The Economic and Community Development Director (Director) is hereby appointed to administer and implement this chapter by granting or denying development permits in accordance with its provisions.

C. **Duties and Responsibilities of the Director.** The duties and responsibilities of the Director shall include, but not be limited to:

1. Permit Review.

- a. Review all development permits to determine that the permit requirements of this chapter have been satisfied;
- b. Review all development permits to determine that all other required State and Federal permits have been obtained;
- c. The site is reasonably safe from flooding;
- d. The proposed development does not adversely affect the carrying capacity of the floodway. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one (1) foot at any point;
- e. Review plans for walls to be used to enclose space below the base flood level in accordance with Section 18.98.050(A)(3)(d).

2. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 18.98.030(B), the Director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Section 18.98.050. Any such information shall be submitted to the City Council for adoption.

3. Whenever a watercourse is to be altered or relocated:

- a. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;
- b. Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained.

4. Whenever a Base Flood Elevation changes due to physical alterations:

- a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
- b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
- c. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

45. Obtain and maintain for public inspection and make available as needed:

- a. The certification required in Section 18.98.050(A)(3)(a) (floor elevations);
- b. The certification required in Section 18.98.050(A)(3)(b) (elevations in areas of shallow flooding);
- c. The certification required in Section 18.98.050(A)(3)(c)(iii) (elevation or floodproofing of nonresidential structures);
- d. The certification required in Section 18.98.050(A)(3)(d)(i) or (ii) (wet floodproofing standard);
- e. The certified elevation required in Section 18.98.050(C)(2) (subdivision standards);

f. The certification required in Section 18.98.050(E)(1) (floodway encroachments).

56. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 18.98.060.

67. Take action to remedy violations of this chapter as specified in Section 18.98.030(C).

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.050 Provisions for flood hazard reduction.

A. Standards of Construction. In all areas of special flood hazards the following standards are required:

1. Anchoring.

a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

b. All manufactured homes shall meet the anchoring standards of subsection D of this section.

2. Construction Materials and Methods.

a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

c. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

d. Require within Zones AH or AO, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

3. Elevation and Floodproofing.

a. New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the base flood elevation. Nonresidential structures may meet the standards in paragraph c of this subdivision. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, or verified by the Community Building Inspector to be properly elevated. Such certification or verification shall be provided to the Director.

b. New construction and substantial improvement of any structure in Zone AH or AO shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, or at least two (2) feet if no depth number is specified. Nonresidential structures may meet the standards in paragraph c of this subdivision. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a

registered professional engineer or surveyor, or verified by the Community Building Inspector to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator.

c. Nonresidential construction shall either be elevated in conformance with paragraphs a and b of this subdivision or together with attendant utility and sanitary facilities:

- i. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- iii. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the Floodplain Administrator.

d. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- i. Either a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters; or
- ii. Be certified to comply with a local floodproofing standard approved by the Federal Insurance Administration.

e. Manufactured homes shall also meet the standards in subsection D of this section.

B. Standards for Utilities.

1. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from systems into floodwaters.
2. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

C. Standards for Subdivisions.

1. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall:

- a. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).
- b. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
- c. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:
 - i. Lowest floor elevation.
 - ii. Pad elevation.

iii. Lowest adjacent grade.

2. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

3. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

4. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

~~1. All preliminary subdivision proposals shall identify the flood hazard area and the elevation of the base flood.~~

~~2. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.~~

~~3. All subdivision proposals shall be consistent with the need to minimize flood damage.~~

~~4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.~~

~~5. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.~~

D. Standards for Manufactured Homes. All new and replacement manufactured homes and additions to manufactured homes shall:

1. Be elevated so that the lowest floor is at or above the base flood elevation; and
2. Be securely anchored to a permanent foundation system to resist flotation, collapse or lateral movement.

E. Floodways. Located within areas of special flood hazard established in Section 18.98.030(B) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
2. If subdivision 1 of this subsection E is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of this section.

F. Standards for recreational vehicles.

1. All recreational vehicles placed in Zones A1-30, AH, AE, V1-30 and VE will either:

a. Be on the site for fewer than 180 consecutive days; or

b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

c. Meet the permit requirements of 18.98.404(A) of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 18.98.050(D).

2. Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's Flood Insurance Rate Map will meet the requirements of 18.98.050(F)(1).

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)

18.98.060 Variance procedure.

A. Appeal Board.

1. The City Council shall hear and decide appeals and requests for variances from the requirements of this chapter.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the Director in the enforcement or administration of this chapter.
3. In passing upon such applications, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
 - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
4. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing paragraphs a through k of subdivision 3 of this subsection A have been fully considered. As the lot size increases beyond one-half (½) acre, the technical justification required for issuing the variance increases.
5. Upon consideration of the factors of subdivision 3 of this subsection A and the purposes of this chapter, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter.

6. The Director shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

B. Conditions for Variances.

1. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.

2. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. Variances shall only be issued upon:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the provisions of subdivisions 1 through 4 of this subsection B are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

6. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the regulatory flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. A copy of the notice shall be recorded by the Floodplain Board in the office of the Alameda County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(Ord. 670-06 § 3 (part), 2006; Ord. 55.294-88 § 2 (part), 1988)



Agenda Item

DATE: **DECEMBER 16, 2010**

TO: **PLANNING COMMISSION**

FROM: **JOAN MALLOY, ECONOMIC & COMMUNITY DEVELOPMENT
DIRECTOR**

SUBJECT: **AT-08-10**

APPLICANT: **CITY OF UNION CITY**

LOCATION: **CITYWIDE**

REQUEST: Municipal Code Amendment to:

- Amend Section 7.04.050, *Placement of Containers for Collection*, in Chapter 7.01, *Solid Waste Management*, to re-establish specific language requiring solid waste, yard waste, and recyclable material containers to be screened from public view when not in the place of collection;
- Amend Section 18.30.080, *District Regulations*, of Chapter 18.30, *Sign Regulations*, to re-establish requirement that sign copy be limited to business name and address, with exceptions for health care and other professional offices and commercial and industrial center freestanding signs.
- Amend Section 18.32.160.F, *Off-street Parking*, of Chapter 18.32, *Residential Districts*, to re-establish senior housing parking standard,
- Amend Section 18.36.030.B, *Conditional Uses*, of Chapter 18.36, *Commercial Districts*, to delete Smoking Lounges from the list of conditionally permitted uses in all Commercial Zoning Districts; and
- Amend Chapter 18.98, *Floodplain Combining District*, of the Zoning Ordinance for consistency with current FEMA guidelines.

ENVIRONMENTAL ASSESSMENT:

The project is considered exempt from further environmental review per the California Environmental Quality Act Guidelines Section 15061(b) (3).

I. BACKGROUND & ANALYSIS:

Staff is recommending one amendment to Title 7, *Health and Sanitation*, and four amendments to Title 18, *Zoning*, of the Municipal Code. Three of the five amendments are proposed to re-establish provisions that were inadvertently removed from the Municipal Code. An additional amendment would delete smoking lounges from the list of conditionally permitted uses in the Commercial Zoning Districts. Lastly, the floodplain combining district is proposed to be updated for consistency with current FEMA guidelines.

Placement of Solid Waste, Yard Waste, and Recycling Containers

As shown in Exhibit A, staff is proposing to amend Section 7.04.050, *Placement of Containers for Collection*, in Chapter 7.01, *Solid Waste Management*, to specify that residential properties utilizing curbside collection are required to store solid waste, yard waste, and recyclable material containers in a location screened from public view. The requirement for containers to be located out of public view was originally added to the Municipal Code in 1999 (Ordinance No. 533-99), but was overwritten by a Municipal Code Update in 2001 (Ordinance No. 576-01).

Section 7.04.050.C, *Placement of Containers for Collection*, specifies that solid waste, yard waste, and recyclable material containers shall not be set out for collection any time earlier than sunset of the day before collection and after midnight of the day the containers have been emptied. Language is proposed to be added to Section 7.04.050.C to clearly state that residential properties with curbside service must place containers in a location screened from view when not in the place of collection during the approved time. Acceptable locations for containers include a fenced side yard, a garage, or any other location not visible from the public right-of-way.

Sign Copy

The proposed amendment would amend Section 18.30.080, *District Regulations*, of Chapter 18.30, *Sign Regulations*, to re-establish a requirement that sign copy be limited to business name and address. This provision was added to the Zoning Ordinance in 2006 (Ordinance No. 670-06) as part of a comprehensive Zoning Ordinance update. In 2008, a Zoning Text Amendment was approved that did not reflect the updated Sign Ordinance language, effectively undoing the previous Amendment when the Code was published. The amendments shown in Exhibit A would re-establish the provisions added in 2006.

The proposed language limits signage to the business name and address only. This would not allow signs to include a description of the services or products offered by the business, as has been City policy for some time. The Amendment also prohibits telephone numbers from signage. The intent is to avoid signs such as “Nails,” “Discounted Mattresses,” etc. Staff will reference a company’s business license application to check the business name prior to issuing sign permits.

This provision includes exceptions for health care and other professional offices whose business names do not always correspond with the services offered. Oftentimes, the official business name of a doctor’s offices will be a list of doctors’ names, as opposed to a clinic name. In such a case, signs would be allowed to read “Union City Pediatric,” for example.

An exception for freestanding signs serving commercial and industrial centers has also been included to allow for such signs to feature the center name as opposed to just individual business names. Lastly, signs with brokerage information are allowed to include phone numbers.

Senior Housing Parking Standard

The proposed amendments shown in Exhibit A would also amend Section 18.32.160.F, *Off-street Parking*, of Chapter 18.32, *Residential Districts*, to re-establish a senior housing parking standard.

The City had an adopted parking standard for senior housing that was applied to the Senior Village developments on Alvarado-Niles Road. As a result of a clerical error, this standard was not recorded in the official copy of the Ordinance and was never included in the published version of the Municipal Code. In 2006 before the Masonic Homes Acacia Creek development was approved, the senior parking standard was re-established in the Code (Ordinance 679-06), but later inadvertently overwritten by Ordinance 683-07.

The standard to be re-established requires one-half of a parking space per bedroom for resident parking and one quarter of a space per unit for guest parking. Consistent with the originally approved language, the Planning Commission will have the authority to vary the parking standard if it is deemed appropriate.

Smoking/Hookah Lounges

The proposed amendments would modify Section 18.36.030.B, *Conditional Uses*, of Chapter 18.36, *Commercial Districts*, to delete Smoking Lounges in all Commercial Zoning Districts.

On January 26, 2010, the City Council adopted a Zoning Ordinance Amendment (AT-07-09) to limit the sale of tobacco products near sensitive uses. The amendment prohibited tobacco distribution within 1,000 feet of parks, playgrounds, libraries, recreation centers, religious institutions, schools, and youth-oriented establishments in all Zoning Districts. In response to Planning Commission feedback, Smoking Lounges were moved from the Bars, Nightclubs, and Lounges use category into their own separate category under Conditionally Permitted Uses so that the 1,000 foot distance could be included.

Since AT-07-09 was approved, the Council has provided clear direction that Union City should be a leader on smoking and tobacco policy issues. On November 23, 2010, the Council adopted a Municipal Code Amendment (AT-07-10) to comprehensively update the City's tobacco and smoking policies. The recently adopted amendments include prohibitions on smoking in multi-family rental complexes, outdoor dining areas, and public recreation areas.

Smoking lounges, or hookah lounges, typically offer flavored tobacco to be smoked through a water pipe. According to Breath – the California Smoke-Free Communities Program, Hookah tobacco contains the same chemicals found in all tobacco products and the same cancer-causing particulates found in secondhand smoke. Additionally, under California state law (CA Labor Code 6404.5) and Union City's recently amended Municipal Code Chapter 7.13, the smoking of tobacco is not allowed in indoor workplaces.

As such, staff is recommending that Smoking Lounges be removed from the uses listed in Section 18.36.030.B, which would have the effect of making them unpermitted in all Zoning Districts.

Floodplain Combining District

The proposed amendments shown in Exhibit A, would update Chapter 18.98, *Floodplain Combining District* for compliance with current Federal Emergency Management Agency (FEMA) standards.

FEMA issues Flood Insurance Rate Maps that identify properties subject to inundation from the 100-year flood as being located in Special Hazard Areas. This designation means that each year, there is a one percent chance of flooding due to heavy rains. Properties located in Special Hazard Areas are required by Federal Law to obtain flood insurance. The National Flood Insurance Program (NFIP) provides subsidized flood insurance to property owners in communities that appropriately regulate floodplain development. The City of Union City has participated in the NFIP since August 18, 1972.

Chapter 18.98 of Union City Zoning Ordinance, *Floodplain Combining District*, regulates development in areas subject to the 100-year flood. In compliance with NFIP regulations, Chapter 18.98 requires all new structures to be built above the base flood elevation shown on FEMA's rate maps.

On May 27, 2010, FEMA performed an audit of the City to ensure continued compliance with current rules and regulations pertaining to development in flood-prone areas. At the conclusion of the audit, FEMA requested that the City update Chapter 18.98 for consistency with current FEMA guidelines. FEMA specifically requested that the updated Ordinance:

- Add a citation of authority;
- Add definitions of:
 - “Existing Manufactured Home Park or Subdivision”
 - “Expansion to an Existing Manufactured Home Park or Subdivision”
 - “Historic Structure”
 - “New Manufactured Home Park or Subdivision”
 - “Recreational Vehicle;”
- Amend the definition of “Development” to include the word “storage;”
- Require submittal of new technical data to FEMA within six months;
- Require submittal of base flood elevations for developments greater than five acres or 50 lots; and
- Require all recreational vehicles to be elevated and anchored or onsite for less than 180 days or be fully licensed and highway-ready.

The amendments in Exhibit A address the above recommendations by FEMA. Staff forwarded a draft of the amendments shown in Exhibit A to FEMA staff and received confirmation in October that they satisfy FEMA's requirements.

Recommendation

Staff has determined that these amendments are necessary to restore provisions in the Municipal Code that were inadvertently removed and to bring the Ordinance in line with updated Council direction and regulatory recommendations. Staff recommends that the Planning Commission adopt the attached resolution recommending approval of Municipal Code Amendment AT-08-10.

II. REQUIRED FINDINGS:

Section 18.64.060 requires that the Planning Commission provide a recommendation to the City Council on the following:

1. Recommendation whether or not the application should be granted or denied, including the reasons for the recommendation;
2. The relationship of the application or proposal to the general plan and any applicable specific plans; and
3. Whether the change is necessary or desirable to achieve the purposes of Title 18.

III. ALTERNATIVES:

1. Recommend approval of the proposed text amendment to the City Council as proposed;
2. Recommend approval of the proposed text amendment to the City Council with stated modifications;
3. Recommend denial of the proposed text amendment to the City Council, stating reasons for denial;
4. Continue the matter for further consideration.

IV. RECOMMENDATION:

The Development Review Committee recommends that the Planning Commission recommend approval of AT-08-10 to the City Council based on the following specific findings:

1. That the proposed Ordinance is exempt from further environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. That the proposed amendment should be approved because it restores portions of the Municipal Code that were inadvertently deleted, as well as bringing the Code in line with updated Council direction and regulatory agency recommendations; and
3. That the proposed Ordinance is necessary and desirable to achieve the purposes of Title 18 by implementing the goals and policies identified in the General Plan.

**AVALON SCHULTZ
ASSOCIATE PLANNER**

Attachments: 1. Draft Resolution with Exhibit A (Red-Lined Copy)
2. Purpose of Zoning Ordinance

PLANNING COMMISSION RESOLUTION NUMBER XX-10

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF UNION CITY
RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVAL OF MUNICIPAL CODE AMENDMENT, AT-08-10**

WHEREAS, the City of Union City is proposing to a Municipal Code Amendment (AT-08-10) that would:

- Amend Section 7.04.050, *Placement of Containers for Collection*, in Chapter 7.01, *Solid Waste Management*, to re-establish specific language requiring solid waste, yard waste, and recyclable material containers to be screened from public view when not in the place of collection;
- Amend Section 18.30.080, *District Regulations*, of Chapter 18.30, *Sign Regulations*, to re-establish requirement that sign copy be limited to business name and address, with exceptions for health care and other professional offices and commercial and industrial center freestanding signs.
- Amend Section 18.32.160.F, *Off-street Parking*, of Chapter 18.32, *Residential Districts*, to re-establish senior housing parking standard,
- Amend Section 18.36.030.B, *Conditional Uses*, of Chapter 18.36, *Commercial Districts*, to delete Smoking Lounges from the list of conditionally permitted uses in all Commercial Zoning Districts; and
- Amend Chapter 18.98, *Floodplain Combining District*, of the Zoning Ordinance for consistency with current FEMA guidelines; and

WHEREAS, a duly advertised public hearing was held before the Planning Commission of the City of Union City on December 16, 2010.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Union City does hereby recommend to the City Council of the City of Union City approval of AT-08-10 per the following specific findings:

1. That the proposed Ordinance is exempt from further environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. That the proposed amendment should be approved because it restores portions of the Municipal Code that were inadvertently deleted, as well as bringing the Code in line with updated Council direction and regulatory agency recommendations; and
3. That the proposed Ordinance is necessary and desirable to achieve the purposes of Title 18 by implementing the goals and policies identified in the General Plan.

**CITY OF UNION CITY
MINUTES FOR THE REGULAR PLANNING COMMISSION MEETING
OF THURSDAY, DECEMBER 16, 2010, 7:00 PM
IN THE COUNCIL CHAMBERS OF CITY HALL
34009 ALVARADO-NILES ROAD, UNION CITY, CALIFORNIA**

VI. PUBLIC HEARINGS:

CITYWIDE, MUNICIPAL CODE AMENDMENT AT-08-10: The City of Union City, as applicant, is proposing to amend the Municipal Code, as described below:

- Amend Section 7.04.050, *Placement of Containers for Collection*, in Chapter 7.01, *Solid Waste Management*, to re-establish specific language requiring solid waste, yard waste, and recyclable material containers to be screened from public view when not in the place of collection;
- Amend Section 18.30.080, *District Regulations*, of Chapter 18.30, *Sign Regulations*, to re-establish requirement that sign copy to be limited to business name and address, with exceptions for health care and other professional offices and commercial and industrial center freestanding signs.
- Amend Section 18.32.160.F, *Off-street Parking*, of Chapter 18.32, *Residential Districts*, to re-establish senior housing parking standard,
- Amend Section 18.36.030.B, *Conditional Uses*, of Chapter 18.36, *Commercial Districts*, to delete Smoking Lounges from the list of conditionally permitted uses in all Commercial Zoning Districts; and
- Amend Chapter 18.98, *Floodplain Combining District*, of the Zoning Ordinance for consistency with updated FEMA guidelines.

This project is categorically exempt under Section 15061(b) (3) of the California Environmental Quality Act (CEQA).

Avalon Schultz, Associate Planner, presented the staff report.

Commissioner Singh referred to the 100 year flood and asked for clarification.

Ms. Schultz replied that it means that every year there is a one percent chance of a serious flood.

Commissioner Singh referred to the smoking lounge and asked about smoking at the farmer's market.

Ms. Schultz replied that the farmer's market is regulated under the recently adopted tobacco ordinance which restricts smoking in certain areas for public events including farmer's markets.

Commissioner Lew stated her concerns about the placements of the waste cans. Commissioner Lew stated that most of her neighbors put out their waste cans for collection the night before. Commissioner Lew asked how these regulations would be enforced.

Joan Malloy, Economic and Community Director, stated that the codes are enforced on a complaint basis and usually the offenders leave the containers on the street for days. Ms. Malloy stated that residents putting the containers out early are not the issue.

Commissioner Lew stated that she would not recommend storing the containers in the garage because it would attract insects and pests. Commissioner Lew stated that she thinks the best place to put them is in their side yard. Commissioner Lew stated her concerns that residents don't know about this code.

Ms. Malloy replied that the language that is being amended is not related to the timing but rather removing them from sight after collection.

Commissioner Lew asked if there is a fine.

Ms. Malloy replied only if there is no compliance.

Commissioner Lew asked what the amount is.

Ms. Malloy replied that first a warning is given so that the resident understands what the requirements are. Ms. Malloy stated that the fine is about \$150.00. Ms. Malloy stated that it has been an issue in the past.

Commissioner Panlilio asked if smoking and hookah lounges will not be permitted in Union City. Commissioner Panlilio stated his concerns about salvia and asked if it would be banned.

Ms. Schultz replied that it is her understanding that salvia is legal and would not be regulated under this Ordinance.

Commissioner Panlilio asked if this applies to smoking in bars.

Ms. Schultz replied that this is just for smoking lounges and smoking in bars is already prohibited by California State law.

Commissioner Singh asked if additional staff will be needed to enforce these codes.

Ms. Malloy replied that this will be enforced by the same staff.

Commissioner Singh noted that he has seen cans left out.

Ms. Malloy replied that everyone is welcome to call the complaint line and make a complaint. Ms. Malloy stated that staff takes care of the complaints as they can.

Commissioner Singh stated that a banner for a barbershop on Union City Boulevard is still there and there does not appear to be a business there.

Commissioner Panlilio asked how long banner signs are allowed.

Ms. Schultz replied that temporary signs are allowed for a two week display period and a business can have four display periods a year.

Chairperson Gonzales asked if this regulates any real estate signs.

Ms. Schultz replied that there are provisions in the code for that but these would not apply.

Chairperson Gonzales asked about the people standing on corners holding signs.

Ms. Malloy replied that those are illegal.

Ms. Schultz stated that those are considered portable signs and not allowed.

Chairperson Gonzales stated that there are neighborhoods where there are no good places to store the waste bins away from public view. Chairperson Gonzales stated his concerns that these residents can't comply.

Ms. Malloy replied that the requirement is not visible from the public right-of-way. Ms. Malloy suggested a small screen fence, landscaping, etc.

Ms. Schultz suggested a small trellis structure set back from the front of the house.

Chairperson Gonzales opened the public hearing.

Barry Ferrier, 32212 Allison, Union City, CA, stated that he has seen places where it is difficult to put the containers out of sight. Mr. Ferrier suggested that staff make sure when approving new projects that there is space to store the waste containers.

Hugh McNamara, 32238 Mercury Way, Union City, CA, stated that there is a problem also with storing waste containers at town houses.

John Repar, 32655 Red Maple, Union City, CA, asked if there is anything that specifies where the building address numbers are to be placed and a minimum size so that people can see them.

Ms. Schultz replied that there is a code for non-residential buildings which specifies size based on distance from the street that is required for new buildings or buildings that are being renovated.

Chairperson Gonzales closed the public hearing.

Commissioner Guio asked if it was possible to get smaller waste cans for those homes that have a problem accommodating the larger size waste cans.

Ms. Malloy replied that it is probably dictated by the waste management company and the resident.

Commissioner Lew referred to Mr. Ferrier's comments and stated that he was correct that most homes were built before these new larger waste containers were brought into use.

Chairperson Gonzales also agreed that older homes don't have space to accommodate the larger cans but suggested that residents do the best they can to move them out of sight.

Commissioner Panlilio moved to recommend to the City Council approval of Municipal Code Amendment AT-08-10, making findings 1 – 3, and adopt a resolution confirming this action.

Commissioner Lew seconded.

AYES	5 (Gonzales, Guio, Lew, Panlilio, Singh)
NOES	0
ABSTAIN	0
ABSENT	0



DATE: JANUARY 11, 2011

TO: CITY COUNCIL

FROM: LARRY CHEEVES, CITY MANAGER

SUBJECT: ESTABLISH A DISASTER COUNCIL IN CONFORMANCE WITH SECTION 2.28 “EMERGENCY ORGANIZATION” OF THE UNION CITY MUNICIPAL CODE

BACKGROUND

Section 2.28 “EMERGENCY ORGANIZATION” of the Union City Municipal Code was established in 1972. Among other things, it calls for the establishment of a Disaster Council to be composed of the Mayor as Chairperson, the City Manager (in his/her capacity as Emergency Services Director) as Vice Chairperson. The code section also extends membership in the Disaster Council to the Assistant Director of Emergency Services (in this case the Deputy City Manager) and the department heads and other staff who “are provided for in a current emergency plan of this City.” The Emergency Services Director is also given the authority to appoint “(s)uch representatives of civic, business, labor, veterans, professional or other organizations having an official emergency responsibility” with the advice and consent of the City Council.

DISCUSSION

Section 2.28.040 of the Code states: “It shall be the duty of the City of Union City Disaster Council, and it is empowered, to develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements.”

Although the Disaster Council has been authorized for nearly forty years, it has not been operational over the past two decades. This is not to say that disaster/emergency planning has not taken place during that time. In fact, the City’s emergency plan has been updated, refined, tested and exercised several times over that period of time. Many of the changes that have occurred in the plan have reflected mandates from Federal (Federal Emergency Management Agency - FEMA) and State (Office of Emergency Services –OES) emergency services organizations. Among other things, these changes and updates have incorporated the Standardized Emergency Management System (SEMS) which is universally-used nationally to coordinate single- and multiple-agency responses during a disaster.

The primary responsibility for the preparation of a City Emergency Plan, as well as training on and exercise of the plan, has fallen to the Fire Department. This duty was carried over into the contract for fire services that we currently have with the Alameda County Fire Department. We have begun, and will continue, discussions with the Deputy Fire Chief and the Emergency Preparedness Manager regarding needed updates to the Plan in the near future. Once that process has been sufficiently advanced, the Disaster Council will meet to review and approve the Plan and to make a recommendation to the City Council.

As mentioned above, Section 2.28.030 authorizes the Emergency Services Director (City Manager) to appoint members to the Disaster Council who represent organizations having an official emergency responsibility. In light of this provision, I am proposing that the Coordinator of the Board of the Community Emergency Response Team (CERT) be appointed as a standing member of the Disaster Council. CERT in Union City is a well-established emergency response organization that meets regularly and provides training to Union City residents so that they can provide immediate emergency support to their families, neighbors and community in the event of a disaster. The services provided by CERT and the residents they train will be invaluable when a disaster, such as a major earthquake, strikes our community. It is important that their services and input be utilized in the formation and revisions of our emergency planning documents. The current CERT Coordinator is former Councilmember Carol Dutra-Vernaci. Carol has provided substantial leadership in this capacity, and has improved both the organization and efficacy of the CERT program. Nevertheless, I am proposing that the current Coordinator, or his/her designee be appointed to serve as a standing member on the Disaster Council.

FISCAL IMPACT

There is no fiscal impact from the establishment of a Disaster Council.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution establishing a Disaster Council in conformance with Section 2.28 of the Union City Municipal Code and appointing the President of the CERT Board as a standing member on the Disaster Council.

Prepared, Submitted and Approved by:
Larry Cheeves,
City Manager

Attachment 1: Union City Municipal Code Section 2.8 "EMERGENCY ORGANIZATION"

RESOLUTION NUMBER _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
ESTABLISHING A DISASTER COUNCIL AND APPOINTING THE CERT
COORDINATOR AS A MEMBER OF SAID COUNCIL**

WHEREAS, Section 2.28 “EMERGENCY ORGANIZATION” of the Union City Municipal Code provides for a Disaster Council; and

WHEREAS, the duties of the Disaster Council are set forth in the section; and

WHEREAS, the Mayor is designated as the Chairperson and the City Manager is designated as the Director of Emergency Services and the Vice Chairperson of the Disaster Council; and

WHEREAS, other members of the Disaster Council are specifically called-out in Section 2.28.020; and

WHEREAS, the Director of Emergency Services is authorized to appoint other members of the Disaster Council with the advice and consent of the City Council;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City hereby establishes a Disaster Council in conformance with Section 2.28 of the Municipal Code, and

BE IT FURTHER RESOLVED, that the City Council approves the appointment of the Union City Community Emergency Response Teams (CERT) Coordinator is hereby appointed to serve as a standing member of the Disaster Council.

Excerpt from Union City Municipal Code

Chapter 2.28 EMERGENCY ORGANIZATION

2.28.010 Purposes.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons and property within this City in the event of an emergency, the direction of the emergency organization and the coordination of the emergency functions of this City with all other public agencies corporations, organizations and affected private persons. (Ord. 31.3-72 § 1, 1972)

2.28.020 Emergency defined.

As used in this chapter “emergency” means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this City, requiring the combined forces of other political subdivisions to combat. (Ord. 31.3-72 § 2, 1972)

2.28.030 Disaster Council membership.

The City of Union City Disaster Council is created and shall consist of the following:

- A. The Mayor, who shall be Chairperson;
- B. The Director of Emergency Services, who shall be Vice-Chairperson;
- C. The Assistant Director of Emergency Services;
- D. Such chiefs of emergency services as are provided for in a current emergency plan of this City, adopted pursuant to this chapter;
- E. Such representatives of civic, business, labor, veterans, professional or other organizations having an official emergency responsibility, as may be appointed by the Director with the advice and consent of the City Council. (Ord. 31.3-72 § 3, 1972)

2.28.040 Disaster Council powers and duties.

It shall be the duty of the City of Union City Disaster Council, and it is empowered, to develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon call of the

Chairperson, or in absence from the City or inability to call such meeting, upon call of the Vice-Chairperson. (Ord. 31.3-72 § 4, 1972)

2.28.050 Director and Assistant Director of Emergency Services.

A. There is created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services.

B. There is created the office of Assistant Director of Emergency Services, who shall be appointed by the Director. (Ord. 31.3-72 § 5, 1972)

2.28.060 Powers and duties of the Director and Assistant Director of Emergency Services.

A. The Director is empowered to:

1. Request the City Council to proclaim the existence or threatened existence of a local emergency if the City Council is in session or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director, the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect;

2. Request the Governor to proclaim a state of emergency when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency;

3. Control and direct the effort of the emergency organization of this City for the accomplishment of the purposes of this chapter;

4. Direct cooperation between the coordination of services and staff of the emergency organization of this City and resolve questions of authority and responsibility that may arise between them;

5. Represent this City in all dealings with public or private agencies on matters pertaining to emergencies as defined in this chapter;

6. In the event of the proclamation of a local emergency as provided in this chapter, the proclamation of a state of emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a state of war emergency, the Director is empowered:

a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council,

b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use,

c. To require emergency services of any City officer or employee and, in the event of the proclamation of a state of emergency in the County in which this City is located or the existence of a state of war emergency, to command the aid of as many citizens of this community as deems necessary in the execution of duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered disaster service workers,

d. To requisition necessary personnel or material of any City department or agency, and

e. To execute all of ordinary power as City Manager, all of the special powers conferred upon by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred upon by any statute, by any agreement approved by the City Council, and by any other lawful authority.

B. The Director of Emergency Services shall designate the order of succession to that office to take effect in the event the Director is unavailable to attend meetings and otherwise perform duties during an emergency. Such order of succession shall be approved by the City Council.

C. The Assistant Director shall, under the supervision of the Director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this City and shall have such other powers and duties as may be assigned by the Director. (Ord. 31.3-72 § 6, 1972)

2.28.070 Emergency organization.

All officers and employees of this City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 2.28.060(A)(6) (c) be charged with duties incident to the protection of life and property in this City during such emergency, shall constitute the emergency organization of the City. (Ord. 31.3-72 § 7, 1972)

2.28.080 Emergency plan.

The City of Union City Disaster Council shall be responsible for the development of the City Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this City, both public and private, to meet any condition constituting a local emergency, state of emergency or state of war emergency and shall provide for the organization, powers and duties, services and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council. (Ord. 31.3-72 § 8, 1972)

2.28.090 Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City. (Ord. 31.3-72 § 9, 1972)

2.28.100 Punishment of violations.

It is a misdemeanor, punishable as provided in Chapter 1.16, for any person, during an emergency, to:

A. Willfully obstruct, hinder or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon by virtue of this chapter;

B. Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of this City, or to prevent, hinder, or delay the defense or protection thereof;

C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State. (Ord. 31.3-72 § 10, 1972)



DATE: January 11, 2011

TO: City Council

FROM: Richard Digre, Director of Administrative Services

SUBJECT: Informational Report on the Current Operating Budget, Restoration of Previous Budget Cuts and Planning for the new Operating and Capital Budget Development and Adoption.

BACKGROUND:

This report and attachments are presented to provide a general overview of the City of Union City's organizations, their current staffing complement and funding structure. This report is an informational report to provide Council members with an understanding of the current departments and organizational units within each department, the staffing levels and funding in the current FY 2010/11 Budget, as amended.

In addition, and in response to a request to identify the Budget Reductions in the previous two years for consideration for restoration, the report includes the top budget restoration requests in each department because of the successful passage of Measure AA. First, there needs to be an allocation of up to \$175,000 for implementation of the Sales and Use Tax collection process and education of retail businesses by the State Board of Equalization.

DISCUSSION:

In preparation for the adoption of the Bi-annual Operating Budget and Five Year Capital Improvement Plan, certain applicable documents are presented for Council review and consideration.

Strategic Plan - includes the City's Mission Statement, Vision and Values of the Organization and a list of Major Strategies that citizens in the community and the City Council have drafted and adopted. These Strategies form the basis for new initiatives and accomplishments for the City.

Budget Calendar – in preparation for the development, presentation and adoption of the Bi-annual Budget for FY 2011/12 and FY 2012/13, the following schedule is proposed for planned dates of review and/or approval by the City Council:

Feb. 8th – FY 2010/11 Second Quarter Budget to Actual Report.

March 31st – Special Council Meeting – FY 2011/12 & FY 2012/13 Cost Review

Apr. 26th - Proposed Operating and Capital Budgets Document Presented to Council for FY 2011/12 & FY 2012/13 and Five Year Capital Plan.

May 10th – FY 2010/11 Third Quarter Budget to Actual Report.

May 31st – Special Council Meeting – Proposed Budget Review.

June 14th – Budget Adoption.

Department and Organization Descriptions – identifies the current organizational structure of City departments, organizational units, staffing, current funding levels and recommended restoration of prior budget reductions.

List of Budget Reductions in FY 2009/10 and FY 2010/11 – a detailed list of budget reductions that have occurred in the current and previous fiscal year budgets is provided for consideration for restoration using funds made available by the passage of Measure AA in November, 2010. These new Sales and Use Taxes will most likely begin to be realized in July, 2011, at the beginning of next fiscal year. However, from an accounting standpoint, the sales and use taxes collected by retailers commencing on April 1, 2011, will be reported as accrued revenues in the financial statements ending June 30, 2011. Our estimate is that approximately \$700,000 will be accrued in the current fiscal year.

Recommended Budget Restoration – Each of the City Department Head has submitted those budget restorations that he/she believes to be the most important for the efficient and effective operation of the city government. These recommendations do not represent the totality of what we would like to restore, but they are the most critical needs at this time. Other priorities will surface during the preparation and review of the next biennial budget over the next several months. These recommendations currently total \$619,400.

FISCAL IMPACT:

None, this is an informational report provided to the City Council for review and consideration of possible restoration of prior budget reductions, anticipated costs for administration of the recently approved transaction and use tax and the review and adoption of the budgetary preparation process for the next Bi-annual Budget. Should the Council provide direction on amending the FY 2010/11 Budget, staff will return at the Council's next meeting for adoption of these budget adjustments.

RECOMMENDATION:

This is an informational report in which staff is seeking direction and approval of the Budget Development Plan, Timeline and Process for developing and approval of the Bi-annual Budget Document in June of this year.

Submitted by:
Rich Digre
Director of Administrative Services

Approved by:
Larry Cheeves
City Manager

City of Union City Strategic Plan

Mission Statement

Union City's mission is to create and sustain an environment that promotes safety, community, and civic pride for a diverse population.

Vision Statement

Union City will be known for its community pride and have a distinct identity as a destination in the Bay Area for quality housing, professional services and leisure activities.

Values Statement

Values in City Government

- Ø We conduct ourselves and all City business with integrity and honesty in every interaction.
- Ø We treat residents of all national origins with respect and dignity.
- Ø We bring compassion and commitment to the place and the people of Union City.
- Ø We bring a helpful approach to serving residents and in working with each other.
- Ø We provide personalized, non-bureaucratic and responsive services to all.
- Ø We respect the environment and our natural resources.
- Ø Every individual has a voice in Union City.

Values in Interacting With Other Organizations

- Ø We respect the autonomy of other organizations
- Ø We strive to collaborate and build synergies—to find mutual interests and goals on which to build.

Values in Interacting With Our Workforce, Boards and Commissions

- Ø We value the contributions of our workforce, commissioners, and other volunteers.

Citywide Strategies

1. Foster economic sustainability to realize the City's vision and maintain infrastructure and services.
2. Demand the highest aesthetic quality to create a sense of place that is recognized in the Bay Area.
3. Engage in Regional and local partnerships to leverage our resources.
4. Expand park facilities and leisure service programs available to the entire Union City community.
5. Foster safety and security throughout our community.
6. Improve the quality and diversity of housing stock.

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Grand Total	96,078,767	302.99

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

CITY COUNCIL

Department Description: The City Council is the legislative and policy-making body for the City, having responsibility for enacting City ordinances and providing policy direction to the City Manager and City Attorney. There are six City Commissions (Human Relations, Park and Recreation, Planning, Senior, Youth and the Public Art Board) appointed by the City Council, as well as a variety of temporary Citizen Task Forces and Committees established to address specific community issues. In addition, Council members represent the City on numerous regional agencies and organizations.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
City Council Total			475,594	5.00
City Council	1101	City Council	475,594	5.00

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

CITY MANAGER'S OFFICE

Department Description: The City Manager is appointed by the City Council. The City Manager's Office provides: professional leadership in the administration of policies and objectives formulated by the City Council; effective management to the City organization; accurate information about the City services issues to the community through the City website, CATV channel and Union Landing Electronic Reader Board; promotes the City's best interests in interactions with Bay Area cities and other levels of government.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
City Manager's Office Total			1,332,804	4.00
City Manager's Office	1201	City Manager's Office	1,332,804	4.00

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

CITY ATTORNEY

Department Description: The City Attorney is appointed by the City Council as the Attorney for the City and legal advisor to the City Council. The City Attorney defends and prosecutes or retains counsel to defend and prosecute all civil actions and proceedings to which the City is party and prosecutes all criminal actions involving the City Code. The City attorney drafts necessary legal documents, ordinances, resolutions, contracts, and other legal documents pertaining to the City's business, and handles claims against the City. The City Attorney also recommends and provides management of outside legal counsel hired to provide special legal services to the City.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
City Attorney Total			360,000	-
City Attorney	1301	City Attorney	360,000	-

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

CITY CLERK

Department Description: The City Clerk's Division is entrusted with the responsibility of recording the decisions of the City Council and for facilitating the conduct of business by the City Council, fulfilling legal requirements as set forth in the Municipal Code and State Law, and updating its procedures in accordance with changes in law. The City Clerk serves as the Election Official of the City, conducts all City elections, and acts as Filing Officer for all requirements of the Political Reform Act and the Fair Political Practices Commission. The City Clerk's Division also oversees the preservation and protection of the public record; prepares the legislative agenda; verifies that legal notices have been posted or published; processes records related to Assessment Districts, annexations, deeds, tax cancellations, and appeals. The City Clerk's Division maintains the Municipal Code, is custodian of the City Seal, administers oaths and affirmations, and executes City contracts and agreements.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
City Clerk Total			376,887	2.00
City Clerk	1401	City Clerk	368,133	1.90
City Clerk	1402	City Clerk Passports	8,754	0.10

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

ADMINISTRATIVE SERVICES

Department Description: Administrative Services Department consists of several programs that provide a variety of services to City. Through these units, ASD strives to maintain the City's economic stability in concert with Council Strategies. Administration handles issues related to budgeting, long-range financial planning & analysis, risk management, labor relations, and strategic planning in addition to management of department. Finance division is responsible for accounts payable, payroll, licensing and cashiering and financial reporting. This division also is in charge of CAFR preparation, treasury and debt management. Information Technology (IT) division maintains the City's computer operations, provides personal computer and software support, and manages City's e-mail, phone and wireless communication systems and computer facility. Human Resources division handles the recruitment of new employees, updates and maintains the records of current employees, prepares the City's Compensation and Pay in comparison with other agencies and processes the benefits for both current and former employees, manages the City's Workers Compensation Program. Central Service program handles mail delivery and printing services to other City departments as well as the purchasing of basic supplies for general use.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Administrative Services Total			9,578,980	14.90
Administrative Services	1501	Administrative Services Administration	3,176,692	2.26
Administrative Services	1502	Human Resources	1,940,179	2.21
Administrative Services	1503	InformationTechnology	814,080	2.91
Administrative Services	1511	Finance	3,143,771	6.52
Administrative Services	1512	Central Services	456,475	1.00
Administrative Services	1599	ASD General	47,782	-

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

ECONOMIC & COMMUNITY DEVELOPMENT

Department Description: The Economic and Community Development Department provides economic development, planning, building safety, neighborhood preservation, redevelopment, and housing services for the community. The City Council's strategies as expressed in the strategic plan serves as a policy guide for its work. The department's director serves as secretary to the Planning Commission. The ECD Department maintains and implements the General Plan, promotes strategic economic growth, and assures quality design and safe building construction. Neighborhood Preservation staff focuses on maintaining property values and resolving neighborhood issues. The department also administers the Federal Housing and Community Development Block Grant program and staffs the Redevelopment Agency and implements redevelopment projects. And since the merger with Alameda County Fire Department, the department also oversees the City's CUPA program.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Economic & Community Development Total			28,210,822	15.00
Economic & Community Development	1121	Planning Commission	-	0.25
Economic & Community Development	6101	Comm Dev Administration	356,131	0.90
Economic & Community Development	6102	CD Bldg Services	370,362	2.50
Economic & Community Development	6103	Neighborhood Preservation	35,950	-
Economic & Community Development	6104	Current Planning	130,790	0.90
Economic & Community Development	6105	Advance Planning	65,550	-
Economic & Community Development	6106	CUPA-ECD	188,488	1.00
Economic & Community Development	6131	HCD Administration	732,944	0.70
Economic & Community Development	6132	HCD Housing Rehab	114,003	0.95
Economic & Community Development	6133	HCD Economic Dev	40,283	0.10
Economic & Community Development	6141	RDA Capital Projects Administration	2,282,352	7.30
Economic & Community Development	6161	RDA Housing Administration	2,159,235	0.30
Economic & Community Development	6199	RDA Debt Service Payments	21,734,733	0.10

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

FIRE SERVICES

Department Description: All fire prevention and suppression services as well as emergency management are under contract with the Alameda County Fire Department since July 1, 2010. The contract for these services are overseen by the City Manager's Office.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Fire Services Total			10,438,297	-
Fire Services	2501	Fire Administration (ACFD Contract)	9,431,765	-
Fire Services	2502	Fire Operations (Pension Bond and Other)	749,194	-
Fire Services	2504	Fire Hazardous Materials	11,075	-
Fire Services	2505	Environmental/CUPA	(18,415)	-
Fire Services	2510	EMS	26,470	-
Fire Services	2599	Fire General	238,208	-

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

LEISURE SERVICES

Department Description: The Union City Leisure Services (UCLS) Department provides recreation and leisure services to the entire community. UCLS operates the Holly Community Center, the Kennedy Community Center, the Ruggieri Senior Center, the Union City Sports Center, the Teen Center, the Teen Workshop, the Civic Center Skate Park and, in the summer, the Dan Oden Swim Complex. Programs include fee classes; senior lunches, classes and trips; summer, winter and spring day camps; Summer Parks and Playgrounds; Club Une (the after school middle school program); Youth Sports – basketball, softball, soccer, and tennis; After School Arts; Tot Time; Community Gardens; Special Needs; after school programs at the City's two Community Resource Centers; and the Youth Committee. Staff serves the Park and Recreation Commission, the Senior Commission, the Public Art Review Board, Union City Friends and the Sports Advisory Committee.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Leisure Services Total			5,809,089	93.09
Leisure Services	5101	Leisure General	276,098	1.50
Leisure Services	5109	Youth/Family Services	843,091	7.00
Leisure Services	5110	Kennedy Center	343,128	3.90
Leisure Services	5112	Holly Center	254,640	2.80
Leisure Services	5113	Sr. Center	134,610	1.60
Leisure Services	5114	UC Sports Center	867,599	12.77
Leisure Services	5115	Youth Special Interest	14,243	2.08
Leisure Services	5120	First 5 Grant	62,273	0.50
Leisure Services	5199	Leisure General	197,358	5.16
Leisure Services	5201	LRF Administration	321,702	-
Leisure Services	5202	LRF Fee Classes	158,034	2.06
Leisure Services	5203	LRF Sr. Misc	11,100	-
Leisure Services	5204	Youth Camps	260,525	5.82
Leisure Services	5205	Aquatics	423,242	11.29
Leisure Services	5206	LRF Swim Team	15,600	-
Leisure Services	5207	LRF Tot Time	116,050	3.75
Leisure Services	5208	Youth Sports	132,256	4.12
Leisure Services	5209	LRF Sports Camp	128,613	3.18
Leisure Services	5210	LRF School Sports	56,947	3.04
Leisure Services	5211	LRF Tennis	105,600	-
Leisure Services	5212	LRF Skate Programs	31,718	0.89
Leisure Services	5213	LRF Arts Camp	106,568	3.13
Leisure Services	5214	Discover	53,211	1.52
Leisure Services	5215	LRF Middle School Program	226,982	5.33
Leisure Services	5216	LRF Special Needs	11,291	0.68
Leisure Services	5217	LRF Elementary After School	69,819	1.66

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Leisure Services	5222	Arts & Photo Shows	2,500	-
Leisure Services	5223	LRF Weddings	4,000	-
Leisure Services	5225	LRF Facility Rental	116,641	2.33
Leisure Services	5232	LRF Adult Sports	83,994	0.87
Leisure Services	5299	LRF General	15,000	-
Leisure Services	5525	Polliwog Camp	51,233	1.42
Leisure Services	5531	Intervention Services	-	1.00
Leisure Services	5532	Parent Project	36,900	-
Leisure Services	5533	Licensed Pre-School	276,523	3.69

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

POLICE

Department Description: The Union City Police Department strives to sustain an environment that promotes safety and civic pride by providing a range of police services: patrol, criminal investigations, narcotic enforcement, and traffic enforcement. The Police Department emphasizes ongoing collaboration with citizens, neighborhood associations, school district, business community, service clubs, and community-based organizations, with the goal of crime prevention and intervention. The Police Department strives to have a diverse workforce that is representative of the community it serves.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Police Total			20,962,594	114.05
Police	2101	Police Administration	1,101,538	3.82
Police	2102	Police Training	757,082	2.75
Police	2103	Police Investigation	2,046,878	8.40
Police	2104	Police Patrol	10,254,753	63.02
Police	2105	Police Records	327,586	2.40
Police	2106	Police Traffic	1,345,442	3.00
Police	2107	Police Juvenile	40,740	-
Police	2108	Police COPPS	800,028	3.95
Police	2109	Police Gang Task Force	229,546	1.00
Police	2110	Police Communications	2,863,100	20.55
Police	2199	Police Operations	1,195,901	5.16

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

PUBLIC WORKS

Department Description: The Public Works Department consists of five areas of responsibility: Engineering; Streets, Grounds, Facilities, Fleet Maintenance; and Union City Transit. Through these programs, Public Works Department carries City Council citywide strategy of maintain our infrastructure and provide related services. The Engineering Division is responsible for design and construction of all City facilities. This includes: 1) the administration of the City's Capital Improvements Program which includes transportation, storm drainage, park and facility improvements 2) the control and coordination of all public works and utility improvements in the City through development agreements, design standards and encroachment and grading permits. The Maintenance Divisions include Streets, Grounds, Facilities, and Fleet Programs. Streets Division provides for the repair and maintenance of streets, bridges, sidewalks, curbs, gutters, and alleys. Grounds Division provides street median/back up landscape and street tree/tree related sidewalk maintenance, City parks, bike paths/trails and grounds maintenance. Facilities Division provides maintenance services (plumbing, electrical, carpentry, HVAC, roofing, painting, and etc.) for building and facilities. Garage Division provides vehicle and equipment maintenance, and fuel stations (diesel, gasoline and CNG). Public Works also oversees the UC Transit Division which provides fixed-route bus service and ADA Paratransit services throughout Union City.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Public Works Total			16,234,209	54.95
Public Works	3101	PW Administration	247,781	0.40
Public Works	3102	Engineering Administration	296,213	1.83
Public Works	3103	Engineer-Design/Projt Mgmt	224,799	1.35
Public Works	3104	Engineeering Inspection	288,594	2.30
Public Works	3105	Traffic Engineering	651,375	-
Public Works	3111	Streets Administration	169,891	1.00
Public Works	3112	Streets Paving Maint	1,048,579	7.75
Public Works	3113	Street Cleaning	793,568	6.07
Public Works	3121	Bldg/Grnd Admin	252,404	1.20
Public Works	3122	Bldg/Grnd Special Proj	84,096	0.50
Public Works	3123	Bldg/Grnd Bldg Maint	1,391,426	3.00
Public Works	3124	Bldg/Grnd Park Maint	2,672,007	17.63
Public Works	3125	Tree Management	469,990	1.70
Public Works	3141	Transit	5,037,522	3.00
Public Works	3151	Garage	1,865,818	4.55
Public Works	3199	PW General	740,146	2.67

ORGANIZATION SUMMARY (MODIFIED OPERATING BUDGET FY 2010-11 AND FTE'S)

As of January 5, 2011

NON-DEPARTMENTAL

Department Description: Non-Departmental charges benefit all departments, but are not specific to any one department. These include costs associated with the City's Pension Obligation Bond, PFA Refunding Revenue Bond, Worker's Compensation Self-Insurance, General Liability Self-Insurance, and Tri-Cities Waste Management District.

<u>DEPT</u>	<u>ORGANIZATION #</u>	<u>ORGANIZATION TITLE</u>	<u>OPERATING BUDGET</u>	<u>FTE'S</u>
Non-Departmental Total			2,299,491	-
Non-Departmental	8888	Non-Departmental	2,299,491	-

	D	F	H	J
1	REDUCTION SUMMARY BY DEPARTMENT AND ORGANIZATION CODE - FY 2010-11 BUDGET			
2				
3	<u>Organization Title</u>	<u>Program Title</u>	<u>Account Object</u>	<u>Amount</u>
4	City Council			
5			Office Supplies	(4,000)
6			Telephone	(3,800)
7			Travel & Training	(2,600)
8			Printing & Reproduction	(700)
9			Membership Dues	(5,700)
10		Library Services	Contractual Services	(21,900)
11	City Council Total			(38,700)
12	City Council General	Historical Museum	Miscellaneous Charges	(6,000)
13	City Council General Total			(6,000)
14	City Council Total			(44,700)
15	City Manager			
16			Office Supplies	(1,600)
17			Travel & Training	(8,000)
18		Community Relations	Community Promotions	(10,000)
19			Professional/Consulting	(36,000)
20			Contractual Services	(7,000)
21			Data Processing Supplies	(100)
22	City Manager Total			(53,100)
23	City Manager's Office Total			(53,100)
24	City Attorney			
25			Contractual Services	(100,000)
26	City Attorney	City Attorney	Contractual Services	(40,000)
27	City Attorney Total			(140,000)
28	City Attorney Total			(140,000)
29	City Clerk			
30	City Clerk	City Clerk	Professional/Consulting	(22,700)
31			Contractual Services	(11,300)
32			Travel & Training	(4,500)
33			Various Payroll Accts	(13,046)
34	City Clerk Total			(51,546)
35	City Clerk Passports	City Clerk Passports	Various Payroll Accts	(23,599)
36	City Clerk Passports Total			(23,599)
37	City Clerk Total			(75,145)
38	Administrative Services			
39			Office Supplies	(200)
40			Books	(100)
41			Other Supplies	(100)
42			Travel & Training	(8,000)
43			Miscellaneous Charges	(1,000)
44			Contractual Services	(15,000)
45			Membership Dues	(350)
46	Administrative Services Admin	Administrative Services	Half-time Admin II	(42,591)
47		Risk Management	Contractual Services Gen. Liability & W/C Ins.	(233,700)
48	Administrative Services Admin Total			(301,041)
49		Human Resources	Office Supplies	(350)
50		Human Resources	Other Supplies	(2,500)
51		Human Resources	Travel & Training	(2,000)
52		Human Resources	Temporary Payroll	(500)
53		Human Resources	Professional/Consulting	(59,250)
54		Human Resources	Contractual Services	(2,500)
55		Human Resources	Travel & Training	(4,100)
56		Human Resources	Ads,Publications,Promos	(1,000)

	D	F	H	J
1	REDUCTION SUMMARY BY DEPARTMENT AND ORGANIZATION CODE - FY 2010-11 BUDGET			
2				
3	<u>Organization Title</u>	<u>Program Title</u>	<u>Account Object</u>	<u>Amount</u>
57		Human Resources	Printing & Reproduction	(100)
58		Human Resources	Membership Dues	(600)
59		Human Resources Total		(70,050)
60		InformationTechnology	Contractual Services	(78,129)
61		InformationTechnology Total		(78,129)
62		Finance	Office Supplies	(2,900)
63		Finance	Travel & Training	(4,000)
64		Finance	Contractual Services	(12,300)
65		Finance Total		(16,300)
66		Central Services	Office Supplies	(8,000)
67		Central Services	Telephone	(20,000)
68		Central Services	Printing & Reproduction	(1,000)
69		Central Services	Repair/Maint-Other	(4,200)
70		Central Services	Postage	(20,000)
71		Central Services Total		(45,200)
72	Administrative Services Total			(524,470)
73	Economic & Community Development			
74	CD Bldg Services	Building Services (CD)	P/T Plan Checker	(77,250)
75	CD Bldg Services Total			(77,250)
76	Neighborhood Preservation	CD Neighborhood Pres.	Neighborhood Pres. Coord.	(81,568)
77	Neighborhood Preservation Total			(81,568)
78	Current Planning	Current Planning	Sr. Planner	(74,667)
79	Current Planning	Current Planning	Asst. Planner	(112,554)
80	Current Planning Total			(187,221)
81	Advance Planning	Advance Planning	Sr. Planner	(22,400)
82	Advance Planning Total			(22,400)
83	CUPA-ECD	CUPA-ECD	Reclass AAllI to AAll	(18,478)
84	CUPA-ECD Total			(18,478)
85	RDA Capital Projects Admin	RDA Administration	Admin II	(181,738)
86		BART Sta Area Intrmodal	Sr. Planner	(37,333)
87		UB Blvd Reinvestment	Neighborhood Pres.	(92,579)
88		Mission BI Economic Dev	Sr. Planner	(14,933)
89	RDA Capital Projects Admin Total			(326,583)
90	Economic & Community Development Total			(713,500)
91	Leisure Services			
92		Leisure Administration	Office Supplies	(1,000)
93		Leisure Administration	Travel & Training	(5,000)
94		Leisure Administration	Various Payroll Accts	(43,849)
95		Leisure Administration	Membership Dues	(2,000)
96		Leisure Administration	Garage-Vehicle Replace	(9,549)
97		Leisure Commissions	Other Supplies	(8,600)
98		Leisure Commissions	Travel & Training	(15,250)
99		Leisure Youth Commission	Miscellaneous Charges	(3,000)
100		Leisure General Total		(26,850)
101		Kennedy Center	Various Payroll Accts	(5,315)
102		Kennedy Center	Supplies	(1,294)
103		Kennedy Center	Repair/Maint-Other	(313)
104		Kennedy Center Total		(6,922)
105		Holly Center	Various Payroll Accts	(1,028)
106		Holly Center	Office Supplies	(500)
107		Holly Center	Ads,Publications,Promos	(319)
108		Holly Center	Printing & Reproduction	(452)
109		Holly Center	Miscellaneous Charges	(300)
110		Holly Center Total		(2,599)

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1	REDUCTION SUMMARY BY DEPARTMENT AND ORGANIZATION CODE - FY 2010-11 BUDGET			
2				
3	<u>Organization Title</u>	<u>Program Title</u>	<u>Account Object</u>	<u>Amount</u>
111		Senior Center	Office Spec. II	(51,659)
112		Senior Center	Office Supplies	(194)
113		Senior Center	Photo Supplies	(82)
114		Senior Center	Janitorial Supplies	(82)
115		Senior Center	Recreational Supplies	(144)
116		Senior Center	Other Supplies	(103)
117		Senior Center	Postage	(618)
118		Senior Center	Printing & Reproduction	(700)
119		Senior Center	Miscellaneous Charges	(165)
120		Senior Center	Various Payroll Accts	(86,249)
121		Sr. Center Total		(139,996)
122		UC Sports Center	Fitness Coordinator	44,022
123		UC Sports Center	Various Payroll Accts	(24,065)
124		UC Sports Center	Office Supplies	(2,000)
125		UC Sports Center	Janitorial Supplies	(2,000)
126		UC Sports Center	Recreational Supplies	(1,000)
127		UC Sports Center	Postage	(1,000)
128		UC Sports Center	Ads,Publications,Promos	(5,000)
129		UC Sports Center	Printing & Reproduction	(693)
130		UC Sports Center	Repair/Maint-Other	(3,500)
131		UC Sports Center Total		4,764
132		Youth Special Interest	Office Supplies	(530)
133		Youth Special Interest	Books	(200)
134		Youth Special Interest	Rain Gear/Uniform Acces	(500)
135		Youth Special Interest	Other Supplies	(3,183)
136		Youth Special Interest	Contract Employees	(1,061)
137		Youth Special Interest	Banking Services Fees	(200)
138		Youth Special Interest	Miscellaneous Charges	(5,135)
139		Youth Special Interest	Various Payroll Accts	(49,289)
140		Youth Special Interest Total		(60,098)
141		Community Arts Council	Travel & Training	(3,750)
142		Youth Programs	Supplies	(2,647)
143		Youth Programs	Small Tools	(331)
144		Youth Programs	Rain Gear/Uniform Acces	(250)
145		Youth Programs	Professional/Consulting	(642)
146		Youth Programs	Contractual Services	(2,805)
147		Youth Programs	Travel & Training	(65)
148		Youth Programs	Ads,Publications,Promos	(331)
149		Youth Programs	Printing & Reproduction	(561)
150		Youth Programs	Repair/Maint-Other	(561)
151		Youth Programs	Rentals	(449)
152		Youth Programs	Miscellaneous Charges	(561)
153		Leisure General Total		(12,953)
154		Leisure Special Needs	Recreational Supplies	(2,652)
155		Leisure Special Needs	Contractual Services	(561)
156		Leisure Special Needs	Banking Services Fees	(200)
157		Leisure Special Needs	Postage	(1,030)
158		Leisure Special Needs	Printing & Reproduction	(1,030)
159		Leisure Special Needs	Miscellaneous Charges	(1,941)
160		Leisure Special Needs	Various Payroll Accts	(15,439)
161		LRF Special Needs Total		(22,853)
162	Leisure Services Total			(267,507)
163	Police			
164		Police Training	Travel/Train-Reimburse	(1,860)

	D	F	H	J
1	REDUCTION SUMMARY BY DEPARTMENT AND ORGANIZATION CODE - FY 2010-11 BUDGET			
2				
3	<u>Organization Title</u>	<u>Program Title</u>	<u>Account Object</u>	<u>Amount</u>
165		Police Training	Professional/Consulting	(25,000)
166		Police Training	PBX Operator	(58,218)
167		Police Training Total		(85,078)
168		Police Investigation	Travel/Train-Reimburse	(4,690)
169		Police Investigation Total		(4,690)
170		Police Patrol	Police Officer	(168,581)
171		Police Patrol	(4) Police Officers	(505,743)
172		Police Patrol	Safety Supplies	(12,000)
173		Police Patrol	Care Of Prisoners	(4,400)
174		Police Patrol	Garage-Vehicle Replace	(40,000)
175		Police Patrol	(2) Officers, Lt. & PTO	(649,956)
176		Police Patrol Total		(1,380,680)
177		Police Traffic	Travel/Train-Reimburse	(8,050)
178		Police Traffic	Officer & Sgt.	(345,656)
179		Police Traffic Total		(353,706)
180		Police Juvenile	Travel/Train-Reimburse	(4,000)
181		Police Juvenile Total		(4,000)
182		Police-COPPS	Travel/Train-Reimburse	(6,400)
183		Police-COPPS	Various Payroll Accts	(67,432)
184		Police COPPS Total		(73,832)
185		Police-Records/Comm/Prop	(2) Dispatcher Positions	(207,609)
186		Police Communications Total		(207,609)
187	Police Operations	RDA Administration	Various Payroll Accts	(101,148)
188	Police Operations Total			(101,148)
189	Police Total			(2,210,743)
190	Public Works			
191	Engineering Admin	Engineer Administration	Engineer III	(9,013)
192	Engineering Admin Total			(9,013)
193	Engineer-Design/Projt Mgmt	Engineer-Design/Projt Mgmt	Engr. III	(64,226)
194	Engineer-Design/Projt Mgmt Total			(64,226)
195	Engineering Inspection	Engineer-Eng Inspection	Engr. III	(28,168)
196	Engineering Inspection Total			(28,168)
197	Bldg/Grnd Admin	Bldg/Grnd Admin	Management Analuyst II	(92,785)
198	Bldg/Grnd Admin Total			(92,785)
199	Bldg/Grnd Park Maint	Bldg/Grnd Park Maint	Mgt. Analyst II	(46,763)
200	Bldg/Grnd Park Maint Total			(46,763)
201	Tree Management	Tree Management	Mgt. Analyst II	(92,835)
202	Tree Management Total			(92,835)
203	Garage	Bldg/Grnd Admin	Mgt. Analyst II	(39,765)
204	Garage Total			(39,765)
205	PW General	Clean Water Program Admin	Engr. III	(11,267)
206	PW General	Closed PW Program	P/T Intern	(1,525)
207	PW General	New Fire Station #3 @ Decoto	P/T Project Specialist	(11,691)
208	PW General Total			(24,483)
209	Public Works Total			(398,038)
210	Non-Departmental			
211		General activity	Transfer Out-OPEB	(358,000)
212		General activity	Transfer Out-Council CIP	(250,000)
213	Non-Departmental Total			(608,000)
214	Non-Departmental Total			(608,000)
215	Grand Total			(5,106,201)
216				
217	Total Cost of Requested Budget Restorations			\$ 619,414